SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, June 9, 2026 **9:30 AM** **BCC Chambers**

BCC Meeting and Budget Work Session # 2

Please silence all cell phones/electronic devices

I. CALL TO ORDER

Chairman Andria Herr

II. INVOCATION & PLEDGE OF ALLEGIANCE

Rabbi Yanky Majesky, Chabad of North Orlando

III. ADDITIONS, DELETIONS & MODIFICATIONS TO THE AGENDA

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. 1)

1. Expenditure Approval Lists dated April 29, May 6 and 13, 2026; Payroll Approval Lists dated April 23 and May 7, 2026; and BCC Official Minutes dated April 28 and May 12, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)** 2026-0455

County Manager's Consent Agenda (Items No. 2 - 21)

County Manager's Office

2. Approve and authorize the Chairman to execute a Proclamation proclaiming June 19, 2026 as Juneteenth in Seminole County, Florida. 2026-0478

3. Approve and authorize the Chairman to execute a Resolution honoring the retirement of Rod Jackson from St. Luke's Lutheran School. 2026-0480

Administrative Services

4. Approve and authorize the Chairman to execute an Amended and Restated Agreement between Seminole County and the Seminole County Property Appraiser to update references and procedural processes for notice of non-ad valorem assessments. Countywide (**Lorie Bailey Brown, CFO/Administrative Services Director**) 2026-0491

5. Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising section 26.5 (Information Security and Artificial Intelligence Policy); and providing an effective date. Countywide **(Stephen Koontz, Assistant County Manager)** 2026-0463

6. Approve and authorize the County Manager to execute the Unilateral Termination of Reflections of Hidden Lake Utilities Department lease. District5 - Herr **(Stephen Koontz, Assistant County Manager)** 2026-0350

7. Approve and authorize the Chairman to execute a Purchase Agreement for the acquisition of the office building located at 1016 Spring Villas Point, Winter Springs, Florida consisting of approximately 12,140 square feet on 1.02 acres, in the amount of $3,700,000 for Utilities Department office space; authorize the County Manager to execute ancillary documents necessary to complete the transaction; and execute a Resolution implementing Budget Amendment Request (BAR) #26-030 in the Water and Sewer Fund to transfer $4,000,000 from reserves. District1 - Dallari **(Stephen Koontz, Assistant County Manager)** Requesting Department-Utilities **2026-0354**

8. Request Board approval to submit a grant application to the Florida Department of Transportation, District Five, for the SFY 2028 Public Transit Service Development Program, seeking up to $1,500,000 for enhancements to the Seminole County “SCOUT” micro-transit program; and approve and authorize the Chairman to execute a Resolution authorizing the County Manager, or designee, to execute all documents associated with the grant application. Countywide **(Kristian Swenson, Assistant County Manager)** Requesting Department - County Managers Office **2026-0458**

9. Award CC-7045-26/HSM Construction Services Agreement for Lockwood Boulevard Force Main and Reclaimed Water Main Construction to Cacique Utilities, LLC in the amount of $1,413,267.00 and Authorize the Purchasing and Contracts Division to execute the agreement. District1 - Dallari. **(Stephen Koontz, Assistant County Manager)** Requesting Department - Utilities **2026-0414**

10. Award RFP-5044-25 Public Relations, Advertising, Marketing, and Multimedia Services to Global-5, Inc., Curley & Pynn Public Relations Management, Inc., Evok Advertising & Design, Inc., Consensus Communications, Inc., and Quest Corporation of America, Inc.; approve a Resolution implementing Budget Amendment Request (BAR) #26-031 in the General Fund to transfer $100,000 from reserves, and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Stephen Koontz, Assistant County Manager)** Requesting Department - Communications **2026-0427**

11. Award RFP-5180-26/GCM -External Auditing Services for Seminole County to Forvis Mazars, LLP, Orlando in the amount of $691,950.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Stephen Koontz, Assistant County Manager)** Requesting Department - Administrative Services **2026-0438**

12. Award RFP-5187-26/RLH Fire Department Physicians Services to Adventist Health Systems/Sunbelt, Inc dba AdventHealth Centra Care and Life Extension Clinics, Inc dba Life Scan Wellness Centers at an estimated annual amount of $533,000 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Assistant County Manager**) Requesting Department - Fire **2026-0439**

Development Services

13. Approve and authorize the Chairman to execute a Resolution initiating the statutory negotiation process with the City of Sanford for an Interlocal Service Boundary Agreement and directing the County Manager to follow statutory procedure. District4 - Lockhart/District5 - Herr **(Mike Rhodes, Interim Development Services Director)** **2026-0431**

Emergency Management

14. Approve and authorize the Chairman to execute the Memorandum of Understanding with WUCF for emergency communication during disasters. Countywide **(Alan Harris, Emergency Management Director)** **2026-0483**

15. Approve and authorize the Chairman to execute the Service Level Agreement with T-Mobile for 3-1-1 governmental services in Seminole County. Countywide **(Alan Harris, Emergency Management Director)** **2026-0484**

Environmental Services

16. Request Board approval to submit a funding request to the Wekiva Wild and Scenic River Advisory Committee requesting up to $50,000 to support the purchase of bear-proof garbage cans within the Wekiva watershed. If awarded, these funds will be administered and distributed using the same processes and criteria proposed for the Florida Fish and Wildlife Conservation Commissioner (FWC) funding to ensure consistency and efficient implementation from all funding sources. Districts3 and 5 **(Kim Ornberg, Environmental Services Director)** **2026-0457**

Fire Department/EMS

17. Request Board approval to submit a grant application to the US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) for the FY25 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, requesting up to $4 Million for 12 Employees and authorize the County Manager or designee to execute all documents associated with the SAFER Grant application. Countywide **(Matt Kinley, Fire Chief)** **2026-0467**

18. Request Board approval to submit a grant application to the US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) for the FY25 Assistance to Firefighters Grant (AFG) Program, requesting up to $2 Million for Portable Radios, Personal Protective Equipment and/or Thermal Imaging Cameras; and authorize the County Manager or designee to execute all documents associated with the AFG Grant application. Countywide **(Matt Kinley, Fire Chief)** **2026-0468**

Management and Budget

19. Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-027 in the amount of $191,163 in various County grant funds to appropriate additional approved funding and true-up budgets to match approved allocations. Countywide **(Timothy Jecks, Management & Budget Director)** **2026-0456**

20. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-032 in the General Fund to transfer $603,726 from reserves for Hurricane Milton shelter expenses and FEMA cost recovery. Countywide **(Timothy Jecks, Management & Budget Director)** - Requesting Department: Management and Budget **2026-0459**

21. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-033 in the Public Works Capital Program to utilize Mobility Fee funding on existing eligible Sales Tax Funded infrastructure projects in the amount of $2,070,000. Countywide (**Timothy Jecks, Management & Budget Director**) Requesting Department - Public Works **2026-0462**

V. FY 26/27 BUDGET WORKSESSION # 2

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

VII. ADJOURN BCC MEETING

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

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

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0455

Title:

Expenditure Approval Lists dated April 29, May 6 and 13, 2026; Payroll Approval Lists dated April 23 and May 7, 2026; and BCC Official Minutes dated April 28 and May 12, 2026. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

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

Contact/Phone Number:

Kyla Farrell - 407-665-7661

Background:

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

Requested Action:

Approve Expenditure Approval Lists dated April 29, May 6 and 13, 2026; Payroll Approval Lists dated April 23 and May 7, 2026; and BCC Official Minutes dated April 28 and May 12, 2026.

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
JUNE 9, 2026

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval Lists dated April 29, May 6 and 13, 2026; and Payroll Approval Lists dated April 23 and May 7, 2026.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. BCC OFFICIAL MINUTES

Approve BCC Official Minutes dated April 28 and May 12, 2026.

B. RECEIVED AND FILED LISTING (For Information Only)

1 AGRMT TO ENTER INTO A COOPERATIVE PURCHASE CONTRACT FOR TELECOMMUNICATIONS SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY/THE SPYGLASS GROUP
2 AGRMT TO PIGGYBACK CONTRACT FOR ASPHALT SEALCOATING AND STRIPING SERVICES BID BY ANOTHER GOVERNMENT ENTITY/HALL COMPANY
3 AMDMT #1 TO W.O. #1 TO PS-4626-22/CIVIL SITE ENGINEERING
4 AMDMT #1 TO W.O. #15 TO PS-6032-24/SCORPIO
5 AMDMT #1 TO W.O. #2 TO PS-3814-21/SCHENKEL & SHULTZ
6 AMDMT #1 TO W.O. #2 TO PS-5946-24/CAROLLO ENGINEERS
7 AMDMT #1 TO W.O. #4 TO PS-5946-24/JACOBS ENGINEERING GROUP
8 AMDMT #1 TO W.O. #67 TO PS-2826-20/PEGASUS ENGINEERING
9 AMDMT #1 TO W.O. #70 TO PS-2826-20/PEGASUS ENGINEERING
10 AMDMT #1 TO W.O. #9 TO PS-5946-24/CAROLLO ENGINEERS
11 AMDMT #2 TO W.O. #7 TO PS-5946-24/CAROLLO ENGINEERS
12 AMDMT #3 TO W.O. #1 TO CC-6191-24/QUALITY RECONSTRUCTION
13 AMDMT #3 TO W.O. #3 TO CC-6191-24/QUALITY RECONSTRUCTION
14 AMDMT #3 TO W.O. #83 TO PS-1822-18/JACOBS ENGINEERING GROUP
15 AMDMT #3 TO W.O. #95 TO PS-1822-18/AECOM TECHNICAL SERVICES
16 AMDMT #4 TO W.O. #14 TO PS-4223-22/KMA DESIGN GROUP
17 AMDMT #4 TO W.O. #54 TO PS-1822-18/CPH
18 AMDMT #5 TO W.O. #42 TO PS-2826-20/JOHNSON, MIRMIRAN & THOMPSON
19 AMDMT #5 TO W.O. #5 TO PS-5946-24/HAZEN & SAWYER
20 AMDMT #6 TO PS-2101-18/HDR ENGINEERING
21 AMDMT #6 TO W.O. #18 TO RFP-3136-20/MILLER ELECTRIC
22 AMDMT #6 TO W.O. #48 TO PS-1822-18/CDM SMITH
23 AMDMT #6 TO W.O. #50 TO PS-1822-18/CPH CONSULTING DBA CPH
24 AMDMT #7 TO W.O. #8 TO PS-2826-20/ATKINS NORTH AMERICA
25 AMDMT #9 TO W.O. #29 TO PS-1822-18/CAROLLO ENGINEERS
26 APPROVAL D.O. #25-30000054/1955 TALL PINE TRL/EDISON
27 APPROVAL D.O. #25-30000094/1842 MCCARTHY AVE/ENCARNACCION
28 APPROVAL D.O. #25-30000100/LOT 12 VIOLET OAK CT/DRP MULTISTATE K LLC
29 APPROVAL D.O. #25-30000111/1760 MULLET LAKE PARK RD/CHAUDOIN
30 APPROVAL D.O. #25-30000112/500 PLUMOSA AVE/KUBIERVILLE LLC
31 APPROVAL D.O. #25-30000119/LOT 24 OLD GENEVA RD/JONES
32 APPROVAL D.O. #25-30000123/7377 GRAND AVE/SPOSATO
33 APPROVAL D.O. #25-30000125/5819 BEAR LAKE CIR/SMITH

34 APPROVAL D.O. #25-30000126/2605 HOLLY RD/PALMER
35 APPROVAL D.O. #25-30000127/LOT 2Q MILLER RD/FISHER
36 APPROVAL D.O. #25-30000128/786 BIG TREE DR/DEAC
37 APPROVAL D.O. #25-30000129/601 LAKE SHORE DR/TAYLOR
38 APPROVAL D.O. #25-30000130/4953 NOLAN RD/STRAWN
39 APPROVAL D.O. #25-30000135/2022 JAMES DR/SOTO
40 APPROVAL D.O. #25-30000136/224 S SHADOWBAY BLVD/YANOVITCH
41 APPROVAL D.O. #25-30000137/619 TUSKAWILLA POINT LN/DIGUISEPPI
42 APPROVAL D.O. #25-30000138/103 S LAKEWOOD CIR/LEACH
43 APPROVAL D.O. #25-30000139/2470 ISLAND DR/HEARD
44 APPROVAL D.O. #25-30000141/1731 PERCH LN/HUDSON
45 APPROVAL D.O. #25-30000142/3425 GLEAVES CT/RAMAPRAKASH
46 APPROVAL D.O. #25-30000143/500 SWEETWATER CLUB BLVD/BARR
47 APPROVAL D.O. #26-30000002/125 NASHUA AVE/PHAM
48 APPROVAL D.O. #26-30000004/3439 HOLLIDAY AVE/SCHIMMER
49 APPROVAL D.O. #26-30000006/6048 LINNEAL BEACH DR/HOLLAND
50 APPROVAL D.O. #26-30000007/LOTS 1, 12-15 JESSAMY ST/VILLALBA
51 APPROVAL D.O. #26-30000008/5520 MENDENHALL PL/RAJENDRAN
52 APPROVAL D.O. #26-30000009/3316 REGAL CREST DRIVE
53 APPROVAL D.O. #26-30000010/335 WOODRIDGE DR/FOGLE
54 APPROVAL D.O. #26-30000011/247 RIDGEWOOD ST/MCKAY
55 APPROVAL D.O. #26-30000014/125 PRIMROSE DR/JONES
56 APPROVAL D.O. #26-30000015/509 GROVE CT/EDDIE ALBELO
57 APPROVAL D.O. #26-30000016/255 FALLEN PALM DR/ROBERT LOYER
58 APPROVAL D.O. #26-30000017/1236 BRIDLEBROOK DR/MARJORIE MURRAY
59 APPROVAL D.O. #26-30000019/7332 BELLA FORESTA PL/NASKO
60 APPROVAL D.O. #26-30000021/2140 CHAPMAN WOODS PL/MATTHEW VELDHUIS
61 APPROVAL D.O. #26-30000022/8260 VIA BELLA ST/JOSHUA FISK
62 APPROVAL D.O. #26-30000023/2180 CHAPMAN WOODS PL/SUSAN HOLTREY
63 APPROVAL D.O. #26-30000024/LOT 14 RONALD REAGAN BLVD/LONGWOOD HERITAGE PROPERTIES, LLC
64 APPROVAL D.O. #26-30000144/528 PINESONG DR/FOUST
65 BILL OF SALE (W&S)/EMMAUS COMMUNITY
66 BOND RELEASE/CASH MAINTENANCE BOND AND MAINT AND ESCROW AGRMT/$4.075/BROADSTONE RETAIL/INTERNATIONAL 46, LLC
67 BOND RELEASE/MAINTENANCE BOND #016240777/$67,104.90/RINEHART ROAD OWNER, LLC
68 BOND RELEASE/MAINTENANCE BOND #014252057/$4,270.62/SEMINOLE ST. JOHNS APARTMENTS ROW UPSALA RD
69 BOND RELEASE/MAINTENANCE BOND #108021305/$8,699.20/MONROE PLACE ROW W. 1ST ST
70 C.O. #1 TO W.O. #2 TO PS-5968-24/WHARTON-SMITH
71 C.O. #2 TO W.O. #54 TO CC-3563-21/CENTRAL FLORIDA ENVIRONMENTAL CORP
72 CASH MAINT BOND (W&S)/MAINT AND ESCROW AGRMT/$4,388.56/EMMAUS COMMUNITY/JOHN G. NOON, AS BISHOP OF THE DIOCESES OF ORLANDO
73 CDBG PROGRAM SUBRECIPIENT AGRMT PROGRAM YEAR 2025-2026/BOYS TOWN CENTRAL FLORIDA (AS APPROVED BY THE BCC ON 7-22-25)

74 CDBG PROGRAM SUBRECIPIENT AGRMT PROGRAM YEAR 2025-2026/SHEPHERDS HOPE (AS APPROVED BY THE BCC ON 7-22-25)
75 CLOSEOUT TO CC-5294-24/RAK GENERAL CONTRACTORS
76 CLOSEOUT TO CC-5836-24/CARR & COLLIER
77 CLOSEOUT TO CC-6691-25/SAMSULA DEMOLITION
78 CLOSEOUT TO W.O. #3 TO RFP-3942-21/RAK GENERAL CONTRACTORS
79 CLOSEOUT TO W.O. #50 TO CC-3563-21/SOUTHLAND CONSTRUCTION
80 CLOSEOUT TO W.O. #56 TO CC-3563-21/SOUTHLAND CONSTRUCTION
81 DENIAL D.O. #25-30000132/LOT 25 JAYCE CT/FAILOR
82 DENIAL D.O. #25-30000133/3571 N. CR 426/OLAZABAL
83 DENIAL D.O. #26-30000018/1312 VIA VILLANOVA/LEYDI JUAREZ
84 EXECUTIVE ORDER #2026-001 ESTABLISHING A LOCAL BURN BAN DUE TO DROUGHT-LIKE WEATHER CONDITIONS
85 EXECUTIVE ORDER #2026-002 EXTENDING A LOCAL BURN BAN DUE TO DROUGHT-LIKE WEATHER CONDITIONS
86 EXECUTIVE ORDER #2026-003 EXTENDING A LOCAL BURN BAN DUE TO DROUGHT-LIKE WEATHER CONDITIONS
87 EXECUTIVE ORDER #2026-004 EXTENDING A LOCAL BURN BAN DUE TO DROUGHT-LIKE WEATHER CONDITIONS
88 FIRST AMDMT TO HOME PROGRAM AGRMT FY-24-25/1317 W. 6TH STREET/HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA (AS APPROVED BY THE BCC ON 7-25-2023)
89 FIRST AMDMT TO HOME PROGRAM AGRMT FY-24-25/1321 W. 6TH STREET/HABITAT FOR HUMANITY OF SEMINOLE COUNTY AND GREATER APOPKA (AS APPROVED BY THE BCC ON 7-25-2023)
90 FOURTH AMDMT TO IFB-604219A/HD SUPPLY FACILITIES MAINTENANCE
91 FOURTH AMDMT TO IFB-604562-23/FAUSNIGHT STRIPE AND LINE, INC
92 FPSC ORDER #PSC-2026-0117-FOF-EI ISSUED 4/27/26
93 FPSC ORDER #PSC-2026-0154-PCO-EI ISSUED 5/18/26
94 PS-5339-23 SCRUB-JAY MANAGEMENT AT YANKEE LAKE WATERWASTE RECLAMATION FACILITY (RANKING LIST APPROVED 02-13-2024)
95 RENEWAL #1 TO IFB-604066-21/CALGON CARBON CORP
96 RENEWAL #1 TO IFB-604531-23/REED AND SHOWS METER SOLUTIONS
97 RENEWAL #1 TO PS-4468-22/ARDAMAN & ASSOCIATES
98 RENEWAL #1 TO PS-4468-22/TIERRA
99 RENEWAL #2 TO IFB-604219A-21/HD SUPPLY FACILITIES MAINTENANCE
100 RENEWAL #2 TO RFP-604360-22/HONORVET TECHNOLOGIES
101 RENEWAL #3 TO RFP-604256-22/CERES ENVIRONMENTAL SERVICES
102 RENEWAL #5 TO SS-604141-21/BENEVATE DBA NEIGHBORLY SOFTWARE
103 THIRD AMDMT TO IFB-604304-22/ORLANDO ILLUMINATING
104 TOURIST TAX FUNDING AGRMT/SUNSHINE STATE DIAMOND SPORTS/CENTRAL FLORIDA STATE CHAMPIONSHIP
105 TOURIST TAX FUNDING AGRMT/USSSA CENTRAL FLORIDA FAST PITCH/2026 STATE CHAMPIONSHIPS
106 TOURIST TAX FUNDING AGRMT/USSSA CENTRAL FLORIDA FAST PITCH/CF B SPRING CHALLENGE
107 TOURIST TAX FUNDING AGRMT/USSSA CENTRAL FLORIDA FAST PITCH/CF BE CONFIDENT
108 W.O. #1 TO PS-5627-24/HAZEN & SAWYER
109 W.O. #1 TO PS-6847-25/D.E. SCORPIO CORP

110	W.O. #13 TO RFP-3942-21/RAK GENERAL CONTRACTORS
111	W.O. #2 TO PS-6548-25/CHARLES PERRY PARTNERS
112	W.O. #28 TO PS-6032-24/MCCREE DESIGN BUILDERS
113	W.O. #29 TO PS-6032-24/SCORPIO
114	W.O. #41 TO PS-4968-23/TIERRA
115	W.O. #73 TO PS-2826-20/PEGASUS ENGINEERING

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 4/23/26 Through 4/29/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 1,942,970.86
00103	NATURAL LAND ENDOWMENT FUND	1,963.83
00108	FACILITIES MAINTENANCE FUND	33,930.66
00112	MAJOR PROJECTS FUND	3,600.00
00113	COUNTYWIDE UTILITIES	31,234.39
10101	TRANSPORTATION TRUST FUND	87,155.21
10102	MASS TRANSIT FUND	2,371,874.80
10400	BUILDING PROGRAM	5,761.50
11000	TOURISM PARKS 1,2,3 CENT FUND	22,398.40
11001	TOURISM SPORTS 4 & 6 CENT FUND	28,052.50
11200	FIRE PROTECTION FUND	101,058.16
11400	COURT SUPP TECH FEE (ARTV)	4,417.27
11560	2014 INFRASTRUCTURE SALES TAX	231,166.21
11800	EMS TRUST FUND	3,446.40
11901	COMMUNITY DEVELOPMEN BLK GRANT	52,279.25
11902	HOME PROGRAM GRANT	45,180.38
11904	EMERGENCY SHELTER GRANTS	4,842.55
11905	COMMUNITY SVC BLOCK GRANT	9,127.52
11919	COMMUNITY SVC GRANTS	1,145.68
11930	RESOURCE MANAGEMENT GRANTS	39,721.68
11940	ENVIRONMENTAL SERVICES GRANTS	10,000.00
12024	SHIP AFFORDABLE HOUSING 23/24	38,362.25
12025	SHIP AFFORDABLE HOUSING 24/25	4,616.00
12026	SHIP AFFORDABLE HOUSING 25/26	255.00
12101	LAW ENFORCEMENT TST-LOCAL	19,860.27
12303	OPIOID SETTLEMENT	14,670.24
12304	ATTAINABLE HOUSING TRUST	581,125.00
12500	EMERGENCY 911 FUND	244.93
15100	MSBU RESIDENTIAL SOLID WASTE	1,360,208.82
40100	WATER AND SEWER FUND	523,223.52
40102	CONNECTION FEES-WATER	16,616.04
40108	WATER & SEWER CAPITAL IMPROVEM	1,301,323.90
40201	SOLID WASTE FUND	67,873.77
50200	WORKERS COMPENSATION FUND	18,425.75
TOTAL REPORT		$ 8,978,132.74

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
APRIL 29, 2026

CHECK SEQUENCE: CK # 990787-991003
ACH SEQUENCE: ACH # 497-521

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 9TH DAY OF JUNE, 2026.

_____
Chairman

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COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 4/30/26 Through 5/6/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 17,306,829.66
00103	NATURAL LAND ENDOWMENT FUND	690.00
00108	FACILITIES MAINTENANCE FUND	34,622.43
00113	COUNTYWIDE UTILITIES	111,605.07
00115	COURT PROGRAM FUND	2,819.33
10101	TRANSPORTATION TRUST FUND	60,607.75
10102	MASS TRANSIT FUND	509,525.58
10400	BUILDING PROGRAM	37,293.41
11000	TOURISM PARKS 1,2,3 CENT FUND	7,956.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	2,034.00
11200	FIRE PROTECTION FUND	511,118.75
11400	COURT SUPP TECH FEE (ARTV)	3,424.71
11500	1991 INFRASTRUCTURE SALES TAX	489.64
11560	2014 INFRASTRUCTURE SALES TAX	888,510.43
11641	PUBLIC WORKS-INTERLOCAL AGREEM	19,388.74
11901	COMMUNITY DEVELOPMEN BLK GRANT	134,288.50
11902	HOME PROGRAM GRANT	4,687.50
11905	COMMUNITY SVC BLOCK GRANT	3,462.88
11908	DISASTER PREPAREDNESS	345.69
11912	PUBLIC SAFETY GRANTS (STATE)	2,972.84
11916	PUBLIC WORKS GRANTS	389,864.30
11919	COMMUNITY SVC GRANTS	4,187.80
11930	RESOURCE MANAGEMENT GRANTS	5,770.66
11933	FEDERAL MITIGATION GRANTS	341,986.79
11940	ENVIRONMENTAL SERVICES GRANTS	16,144.12
12026	SHIP AFFORDABLE HOUSING 25/26	85.00
12101	LAW ENFORCEMENT TST-LOCAL	117,744.00
12303	OPIOID SETTLEMENT	78.04
12500	EMERGENCY 911 FUND	1,791.89
15000	MSBU STREET LIGHTING	37,473.22
16000	MSBU PROGRAM	200.00
16005	MSBU MILLS (LM/AWC)	170.00
16006	MSBU PICKETT AQUATIC (LM/AWC)	85.00
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	61.60
16020	MSBU HORSESHOE (LM/AWC)	275.00
16023	MSBU SPRING WOOD LAKE (LM/AWC)	75.00
16024	MSBU LAKE OF THE WOODS(LM/AWC)	200.00
16026	MSBU SPRING (LM/AWC)	200.00
16027	MSBU SPRINGWOOD WTRWY (LM/AWC)	75.00
16031	MSBU LAKE ASHER AWC	270.82
16036	MSBU HOWELL LAKE (LM/AWC)	700.00
16073	MSBU SYLVAN LAKE (AWC)	80.00
16080	MSBU E CRYSTAL CHAIN OF LAKES	75.00
32300	FIVE POINTS DEVELOPMENT FUND	3,051,418.57
40100	WATER AND SEWER FUND	1,665,842.68
40108	WATER & SEWER CAPITAL IMPROVEM	123,045.80
40201	SOLID WASTE FUND	382,801.26
50100	PROPERTY LIABILITY FUND	469.00
50200	WORKERS COMPENSATION FUND	97,018.11
50300	HEALTH INSURANCE FUND	102,817.64
TOTAL REPORT		$ 25,983,679.21

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
MAY 6, 2026

CHECK SEQUENCE: CK # 991004-991208
ACH SEQUENCE: ACH # 522-551

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 9TH DAY OF JUNE, 2026.

_____
Chairman

_____

_____

_____

_____

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 5/7/26 Through 5/13/26

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 4,565,704.69
00103	NATURAL LAND ENDOWMENT FUND	895.00
00108	FACILITIES MAINTENANCE FUND	75,941.25
00111	TECHNOLOGY REPLACEMENT FUND	145.00
00112	MAJOR PROJECTS FUND	32,656.38
00113	COUNTYWIDE UTILITIES	150,415.35
00115	COURT PROGRAM FUND	311.23
10101	TRANSPORTATION TRUST FUND	20,657.01
10102	MASS TRANSIT FUND	822,108.00
10103	SUNRAIL OPERATIONS	7,202.50
10400	BUILDING PROGRAM	87,638.61
11000	TOURISM PARKS 1,2,3 CENT FUND	3,595.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	5,315.14
11200	FIRE PROTECTION FUND	434,649.85
11400	COURT SUPP TECH FEE (ARTV)	109,769.12
11541	2001 INFRASTRUCTURE SALES TAX	660.00
11560	2014 INFRASTRUCTURE SALES TAX	571,552.23
11800	EMS TRUST FUND	1,148.80
11904	EMERGENCY SHELTER GRANTS	6,277.10
11908	DISASTER PREPAREDNESS	554.01
11916	PUBLIC WORKS GRANTS	133,082.91
11919	COMMUNITY SVC GRANTS	754.08
11930	RESOURCE MANAGEMENT GRANTS	9,434.38
11933	FEDERAL MITIGATION GRANTS	111,901.99
11942	FIRE GRANTS FEDERAL	796.06
12024	SHIP AFFORDABLE HOUSING 23/24	13,070.72
12303	OPIOID SETTLEMENT	45,484.50
13100	ECONOMIC DEVELOPMENT	101,622.50
15000	MSBU STREET LIGHTING	92,892.68
16042	DEER RUN BLDG STABILZATN MSBU	4,091.42
16080	MSBU E CRYSTAL CHAIN OF LAKES	269.14
32100	NATURAL LANDS/TRAILS	445.46
32300	FIVE POINTS DEVELOPMENT FUND	3,324,341.47
40100	WATER AND SEWER FUND	169,022.78
40108	WATER & SEWER CAPITAL IMPROVEM	40,938.28
40201	SOLID WASTE FUND	4,151.78
50100	PROPERTY LIABILITY FUND	14,270.16
50200	WORKERS COMPENSATION FUND	15,607.50
60308	ADULT DRUG COURT	207.16
TOTAL REPORT		$ 10,979,581.24

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
MAY 13, 2026

CHECK SEQUENCE: CK # 991209-991447
ACH SEQUENCE: ACH # 552-592

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 9TH DAY OF JUNE, 2026.

_____
Chairman

_____

_____

_____

_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 04/23/2026
Biweekly Payroll Ending: 04/18/2026

Check Numbers: **163344 - 163362**
Voided Check Number: N/A

Net Expenditure Total: **$3,424,556.06**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 9 day of June, 2026.

_____
Chairman

_____

_____

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_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 05/07/2026
Biweekly Payroll Ending: 05/02/2026

Check Numbers: **163364 - 163385**
Voided Check Number: N/A

Net Expenditure Total: **$3,455,610.17**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 9th day of June, 2026.

_____
Chairman

_____

_____

_____

_____

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2026-0478

Title:
..title
Approve and authorize the Chairman to execute a Proclamation proclaiming June 19, 2026 as Juneteenth in Seminole County, Florida.
..end

..division

..body

PROCLAMATION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING JUNE 19, 2026 AS
JUNETEENTH
IN SEMINOLE COUNTY, FLORIDA

WHEREAS, Juneteenth marks the historic moment in 1865 when the final communities in the United States learned that freedom had been secured for all people, affirming one of the nation's most fundamental ideals; and

WHEREAS, this day stands as a reminder of the importance of liberty, justice, and equal opportunity—principles that continue to guide our work toward a society where every individual can fully participate and thrive; and

WHEREAS, Juneteenth encourages reflection on the nation's ongoing journey toward greater understanding, respect, and unity, reminding us that progress is strengthened when communities come together in shared purpose; and

WHEREAS, the observance of Juneteenth has grown across the country as a time for education, cultural enrichment, community gatherings, and thoughtful dialogue about the past, present, and future of freedom in the United States; and

WHEREAS, this day provides an opportunity for residents to honor perseverance, acknowledge the significance of our collective history, and celebrate the enduring spirit that has carried generations forward; and

WHEREAS, by recognizing Juneteenth, our community reaffirms its commitment to fostering an environment where every individual is valued, heard, and supported, and where the ideals of equality and human dignity are upheld; and

WHEREAS, the lessons represented by Juneteenth continue to inspire efforts that strengthen civic engagement, expand opportunities, and promote mutual respect among all who call this community home;

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Board of County Commissioners of Seminole County, Florida, do hereby proclaim, June 19, 2026 as

JUNETEENTH

In Seminole County, Florida, and encourage all residents to join in meaningful reflection, learning, and community engagement as we honor this significant moment in our nation's history and the ongoing pursuit of a just and unified future

ADOPTED this 9th day of June 2026

_____

Andria Herr, Chairman
Seminole County Board of County Commissioners

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

File Number: 2026-0480

Title:

Approve and authorize the Chairman to execute a Resolution honoring the retirement of Rod Jackson from St. Luke's Lutheran School.

RESOLUTION
OF THE
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
HONORING ROD JACKSON
FOR HIS DEDICATED SERVICE TO ST. LUKE'S LUTHERAN SCHOOL
IN SEMINOLE COUNTY, FLORIDA

WHEREAS, education plays a vital role in shaping the future of our community by equipping young people with the knowledge, values, and leadership skills needed to succeed; and

WHEREAS, dedicated educators and school administrators make lasting contributions to the lives of students, families, and the broader community through their commitment to academic excellence and student development; and

WHEREAS, Rod Jackson has faithfully served as Superintendent of St. Luke's Lutheran School in Oviedo, Florida, demonstrating outstanding leadership, integrity, and dedication to the students, faculty, staff, and families of the school community; and

WHEREAS, throughout his tenure, Mr. Jackson has worked diligently to foster a strong educational environment rooted in faith, academic achievement, and character development, positively impacting generations of youth in Seminole County; and

WHEREAS, under Mr. Jackson's leadership, St. Luke's Lutheran School has continued to serve as a pillar of excellence in Christian education, helping students grow academically, spiritually, and personally; and

WHEREAS, Mr. Jackson's retirement at the conclusion of the 2025–2026 school year marks the culmination of years of meaningful service, leadership, and commitment to the mission of St. Luke's Lutheran School and the betterment of the community; and

WHEREAS, Seminole County is proud to recognize individuals whose dedication to education and youth development strengthens our community and leaves a lasting legacy for future generations.

NOW, THEREFORE, BE IT RESOLVED that we, the Board of County Commissioners of Seminole County, Florida, do hereby honor and recognize

ROD JACKSON

for his years of distinguished service to St. Luke's Lutheran School and extend our sincere gratitude and best wishes for a fulfilling and well-deserved retirement.

ADOPTED this 9th day of June 2026

_____

Andria Herr, Chairman
Seminole County Board of County Commissioners

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0491

Title:
..title
Approve and authorize the Chairman to execute an Amended and Restated Agreement between Seminole County and the Seminole County Property Appraiser to update references and procedural processes for notice of non-ad valorem assessments. Countywide (Lorie Bailey Brown, CFO/Administrative Services Director)
..end
Division:
..division
Administrative Services
..body
Authorized By:
Lorie Bailey Brown, CFO/Administrative Services Director
Contact/Phone Number:
Lorie Bailey Brown/407-665-7176
Background:
The Amended and Restated Agreement formalizes the understanding between Seminole County and the Seminole County Property Appraiser regarding the Property Appraiser's duties to provide certain required information to the County and establish a process for including the non-ad valorem assessment notices on the Property Appraiser's notice of proposed property taxes and non-ad valorem assessments.
Seminole County has previously prepared a separate notice of non-ad valorem assessments and mailed in July to all properties that have non-ad valorem assessments. With this agreement and in partnership with the Seminole County Property Appraiser, the non-ad valorem assessments will be included on the notice of proposed property taxes and non-ad valorem assessments mailed by the Property Appraiser in August, also known as the TRIM (Truth in Millage) notice.
Requested Action:
Staff requests the Board approve and authorize the Chairman to execute an Amended and Restated Agreement between Seminole County and the Seminole County Property Appraiser to update references and procedural processes for notice of non-ad valorem assessments.

Prepared by:
Neysa Borkert, Esq.
Seminole County Attorney's Office
1101 E First Street, Suite 3030
Sanford, Florida 32771

AMENDED AND RESTATED AGREEMENT BETWEEN SEMINOLE COUNTY, FLORIDA AND THE SEMINOLE COUNTY PROPERTY APPRAISER

THIS AMENDED AND RESTATED AGREEMENT, hereinafter referred to as the "Agreement" or "Amended and Restated Agreement", made and entered into this 29th day of May, 2026, by and between **SEMINOLE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, referred to as "COUNTY", and the DAVID JOHNSON in his capacity as **SEMINOLE COUNTY PROPERTY APPRAISER**, whose address is 1101 East First Street, Sanford, Florida 32771, referred to as "PROPERTY APPRAISER". COUNTY and PROPERTY APPRAISER are collectively referred to as "Parties".

WITNESSETH:

WHEREAS, COUNTY is authorized to impose non-ad valorem assessments and has elected to use the uniform method of collecting these assessments as authorized by Section 197.3632, Florida Statutes; and

WHEREAS, the Parties entered into an agreement on November 28th, 1989, to facilitate COUNTY reimbursement of PROPERTY APPRAISER's administrative costs for preparing and delivering certain information, as required by the uniform method of collection, to the COUNTY pursuant to Section 197.3632, Florida Statutes, referred to as "Original Agreement"; and

WHEREAS, the Parties have been operating under the Original Agreement for many years and desire to amend and restate the Original Agreement to update references and procedural processes for notice of non-ad valorem assessments; and

WHEREAS, this Amended and Restated Agreement is intended to replace the Original Agreement, and any other agreements that may exist concerning the same subject matter and be controlling.

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

SECTION 1. PURPOSE

The purpose of this Agreement is two-fold; to formalize the understanding between the Parties regarding the PROPERTY APPRAISER's duties in providing certain required information to the COUNTY and to establish a process for including the COUNTY's non-ad valorem assessment notices through its MSBU Program on the PROPERTY APPRAISER's notice of proposed property taxes and proposed or adopted non- ad valorem assessments pursuant to Sections 197.3632 and 200.69, Florida Statutes.

SECTION 2. RESPONSIBILITIES OF THE PROPERTY APPRAISER

(a) By June 1 each year, the PROPERTY APPRIASER will provide the COUNTY with the following information in a compatible electronic medium selected by the COUNTY:

(i) the legal description of the property within the boundaries described in the resolution of the County adopted pursuant to Section 197.3632(3)(a), F.S.;

(ii) the names and addresses of the owners of each parcel;

(iii) the property identification numbers of such property; and

(iv) other information, as may be requested by the COUNTY, in the PROPERTY APPRAISER's existing database.

(b) All information provided by the PROPERTY APPRAISER shall conform to the format in the ad valorem roll submitted to the Department of Revenue.

(c) For all COUNTY non-ad valorem assessments levied through the COUNTY MSBU Program, the PROPERTY APPRAISER will include the required notice for these assessments in its notice of proposed property taxes and proposed or adopted non-ad valorem assessments

under Section 200.069, F.S. Pursuant to Section 197.3632(6), F.S., COUNTY non-ad valorem assessments can be noticed in this manner unless the assessment is required to follow the procedure in set forth Section 197.3632(4), F.S.

(d) The PROPERTY APPRAISER agrees to cooperate with the COUNTY in the implementation of the uniform method of collecting non-ad valorem assessments pursuant to Section 197.3632, F.S.

(e) In performing the services outlined in this Agreement, the PROPERTY APPRAISER will not be responsible for proposing, imposing, certifying or levying any non-ad valorem assessments or making determinations as to validity or legality of the non-ad valorem assessments. The COUNTY is solely responsible for levying non-ad valorem assessments, certifying its assessment roll and ensuring all assessments are authorized, legal and valid.

(f) The PROPERTY APPRAISER, by executing this Agreement and agreeing to assist the COUNTY in the collection of non-ad valorem assessments, does not warrant either the legal efficacy or validity of any levies made by the COUNTY as non-ad valorem assessments, or the correctness of the amount of the levy or charge imposed against the parcels of property to be subject to the levy, or any individual parcel subject to said levy.

SECTION 3. **RESPONSIBILITIES OF THE COUNTY**

(a) By June 15th each year, the COUNTY will provide the PROPERTY APPRAISER with all MSBU Program adopted non-ad valorem assessments to be included in PROPERTY APPRAISER's notice of proposed property taxes and proposed or adopted non-ad valorem assessments under Section 200.069, F.S. The information provided to the PROPERTY APPRAISER by the COUNTY will include the following:

(i) Each MSBU's name and function;

(ii) The property identification numbers for the parcels within each MSBU boundary;

(iii) The assessment rates expressed in dollars and cents per unit of assessment, and the associated assessment amount; and

(iii) Any other information requested by the PROPERTY APPRAISER to facilitate preparation of the notice of proposed property taxes and proposed or adopted non-ad valorem assessments.

(b) COUNTY agrees to comply with all applicable procedural requirements of Chapter 197, Florida Statutes, and the Florida Administrative Code relating to the use of the uniform method of collection for levying, collecting and enforcing non-ad valorem assessments.

(c) The COUNTY is responsible for all changes and adjustments to its non-ad valorem assessments and will provide all changes or adjustments to the PROPERTY APPRAISER in a timely manner. All citizen questions regarding the COUNTY's non-ad valorem assessments received by the PROPERTY APPRAISER will be handled by the COUNTY.

(d) Any errors made in the amount of the levy or imposition or any other errors of omission or commission regardless of the nature or cause of same, shall be processed and corrected exclusively by the COUNTY and that the PROPERTY APPRAISER shall not be responsible for same. The parties further agree that all requests or claims made by any affected property owner for correction shall be processed exclusively by the COUNTY and shall be filed with the COUNTY or its designee, provided that its designee shall not be the PROPERTY APPRAISER.

(e) The COUNTY agrees to reimburse the PROPERTY APPRAISER for necessary administrative costs incurred pursuant to Section 197.3632, F.S. Administrative costs will include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, pro rata insurance premiums and programming. The COUNTY also agrees to hold the PROPERTY APPRAISER harmless for any and all costs, court costs, and attorney's fees resulting from or arising from any and all challenges, both administrative and

judicial, which the PROPERTY APPRAISER may be required to defend involving the imposition and/or levy of non-ad valorem assessments.

SECTION 4. COOPERATION

The Parties agree to consult and cooperate, as necessary, for the efficient and timely delivery of the information to be provided via Sections 2 and 3.

SECTION 5. NOTICE

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to SEMINOLE COUNTY:

Lorie Bailey Brown, CFO/Administrative Services Director
1101 E First Street
Sanford, FL 32771-1468

As to PROPERTY APPRAISER:

David Johnson, Property Appraiser
1101 East First Street
Sanford, Florida 32771

SECTION 6. PARTIES BOUND

This Agreement is binding upon and inures to the benefit of the COUNTY and PROPERTY APPRAISER, and their successors and assigns.

SECTION 7. SEVERABILITY

If any provision or application of this Agreement to any person or circumstance is held invalid, then it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and the provisions of this Agreement are severable.

SECTION 8. PUBLIC RECORDS LAW

The COUNTY and PROPERTY APPRAISER acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as this statute may be amended from time to time, to release public records, if required, upon citizen request.

SECTION 9. 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 10. ENTIRE AGREEMENT

The entire agreement of the parties is contained in this amended and restated Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

SECTION 11. EFFECTIVE DATE

The Effective Date of this Agreement is the date set forth above.

SECTION 20. TERM

The term of this Agreement begins on Effective Date and shall continue until September 30, 2027 and shall automatically be renewed thereafter for successive periods not to exceed one year each. This Agreement may be terminated by either party giving written notice of termination prior to January 1 of each year.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, PROPERTY APPRAISER and COUNTY have executed this Agreement on the day, month, and year first written above.

SEMINOLE COUNTY PROPERTY APPRAISER

ATTEST:

By: _____
Printed Name: Tyra Miller

By: _____
David Johnson

Date: May 29, 2026

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY, Chairman
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 _____,2026 regular meeting.

_____
County Attorney

File Number: 2026-0463

Title:

Approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising section 26.5 (Information Security and Artificial Intelligence Policy); and providing an effective date. Countywide **(Stephen Koontz, Assistant County Manager)**

Division:

Administrative Services

Authorized By:

Stephen Koontz, Assistant County Manager

Contact/Phone Number:

Joe Alcala/407-665-1111

Background:

Purpose (Section A) Updated

The section now provides a clear explanation of the Policy's role in establishing security standards and procedures, highlights the importance of managing IT risks, and places greater emphasis on protecting County IT resources to ensure their availability, confidentiality, and integrity. Repeated or unclear language has been removed for clarity.

Scope (Section B) Revised

Key changes include using more inclusive wording about who the policy applies to, specifying that anyone (including Constitutional Office Employees) with access to County IT systems is covered, and refining the definition of "Users" while eliminating fragmented language.

General Provisions (Section C) Added

Major updates have addressed governance and oversight by officially designating the CIO as Chief Information Security Officer (CISO) and clarifying the responsibilities of the Information Security Division Manager (ISDM). County devices must be used

solely for County business, and any intellectual property created from County data is owned by the County. Procurement processes now require an IT Request Form and CIO approval before technology solutions are solicited, and mandatory reporting of incidents via email has been added.

Artificial Intelligence (Section D) Added

A new major section covers acceptable uses, noting that only AI platforms approved by the CIO may be used and requiring compliance with contract terms for third-party data use. Publicly posted AI-generated content must disclose AI use. Users are responsible for checking AI outputs for errors or missing information, and it is prohibited to input confidential or protected data (such as PII, HIPAA, or credit card information) into AI tools, with training features disabled where possible.

Training (Section E)_Revised and Reorganized

Cybersecurity training requirements now align with Florida Statutes (Section 282.3185), with training to be completed within 30 days of hiring and annually thereafter. The update highlights that everyone across the County shares responsibility for cybersecurity awareness.

Non-Compliance (Section F) Revised

Consequences for violating the policy are clearly explained. Violations may result in loss of access, disciplinary action, or legal measures for severe cases.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution amending the Seminole County Administrative Code by revising section 26.5 (Information Security/Data Access Policy); and providing an effective date.

RESOLUTION NO. 2026 R-_____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING THE SEMINOLE COUNTY ADMINISTRATIVE CODE BY RETITLING SECTION 26.5 FROM "INFORMATION SECURITY/DATA ACCESS POLICY" TO "INFORMATION SECURITY AND ARTIFICIAL INTELLIGENCE POLICY", AMENDING THE PURPOSE AND SCOPE SUBSECTIONS, ADDING A GENERAL SUBSECTION, ADDING AN ARTIFICIAL INTELLIGENCE SUBSECTION, AMENDING THE TRAINING SUBSECTION, DELETING THE "ROLES" AND "DIRECTIVES" SUBSECTIONS, AMENDING THE "NON-COMPLIANCE" SUBSECTION, DELETING THE "RESPONSIBILITY" SUBSECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, Seminole County has determined that certain updates, including the need to retitle, reorganize, eliminate redundancy, remove outdated sections or language, and update outdated sections or language are necessary for clarity, to increase efficiency, and for ease of administration; and

WHEREAS, the "Purpose", "Scope", and "Non-Compliance" subsections are revised for brevity and technical accuracy; and

WHEREAS, the "General" subsection added to clarify certain roles and responsibilities, provide administrative directive on use of County-owned devices, ownership of data, procurement

of goods and services involving technology, and the reporting of incidents and suspicious information to the Information Technology Security Team; and

WHEREAS, an "Artificial Intelligence ("AI")" subsection is added to explain AI and provide for acceptable and unacceptable uses of AI; and

WHEREAS, the "Training" subsection is amended to comply with Section 282.3185, Florida Statutes; and

WHEREAS, the "Roles", "Directives", and "Responsibility" subsections are deleted and, to the extent necessary, consolidated into the "General" subsection; and

WHEREAS, Section 26.5 of the Seminole County Administrative Code is amended as set forth in the attached Exhibit A; and

WHEREAS, the Seminole County Board of County Commissioners have a public purpose in the efficient administration of information technology matters of Seminole County government.

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

Section 1. Section 26.5 of the Seminole County Administrative Code is hereby amended by the new Section 26.5, as set forth in Exhibit A, attached hereto and made part of this Resolution.

Section 2. This Resolution and the attached Exhibit A will take effect immediately following their adoption and will remain in effect until terminated or superseded by further action of the Board.

[The remainder of this page has been left blank.]

ADOPTED this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By:_____
ANDRIA HERR, Chairman

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

Date:_____

Attachments:
Exhibit A: Section 26.5 (clean)

BP/
9/16/25

SECTION 26. INFORMATION ~~SERVICES~~ TECHNOLOGY DEPARTMENT

26.5 INFORMATION SECURITY/~~DATA ACCESS~~ AND ARTIFICIAL INTELLIGENCE POLICY

A. PURPOSE.

~~(1)~~ The purpose of ~~the~~ this Information Security/~~Data Access~~ and Artificial Intelligence Policy ("Policy") is to ~~provide direction for effectively and efficiently managing the~~ establish security standards and procedures, manage informational technology related risks, protect ~~to~~ Seminole County the "County" ~~Government's~~ information technology assets, and ensure data availability, confidentiality, and integrity. ~~against accidental or malicious disclosure, modification or destruction whether internal or external, deliberate, or accidental.~~

~~(2) Security is critical to the organization's survival. This policy also defines the access controls that must be put into place to protect information by controlling who has the right to access the information assets, whether it is actual data, the hardware on which the data resides, or the application software used to manipulate data on systems installed throughout the County.~~

B. SCOPE. This ~~p~~Policy applies to all ~~members of the Board of County Commissioners, its departments, employees, volunteers, interns, contractual third parties, appointed committee members and Seminole County Constitutional Officers and their employees~~ individuals with any form of access to the ~~information and~~ information technology systems ~~which impact the daily operations of~~ ~~Seminole~~ the County ("Users") ~~Government~~.

C. GENERAL.

(1) The Chief Information Officer ("CIO") is designated as the Chief Information Security Officer ("CISO") for the County. The CIO is responsible for providing governance, management, and oversight to the Information Technology Department and the CIO and their designees are responsible for establishing County-wide standards and procedures as it relates to technology, artificial intelligence ("AI"), and data, including but not limited to, approved platforms, administrative access rights, extent of access control, and password management.

(2) In coordination with and as approved by the CIO, the Information Security Division Manager ("ISDM") is responsible for maintaining and executing information security frameworks, developing security standards and procedures, establishing and maintaining security incident response plans, and providing outreach and cybersecurity training for County employees.

(3) All Users utilizing County-owned devices, including but not limited to, cellphones, tablets, and laptops ("Devices"), must do so in accordance with all applicable State of Florida and Federal laws, rules, regulations, and County policies. Users may only utilize County Devices for County business. Users are responsible for activities conducted using County-owned Devices within the reasonable control of the User and may not

attempt to circumvent or modify the security features and non-administrative controls set forth by the Information Technology Department.

(4) Users must not share passcodes and passwords with any other individual, irrespective of whether another individual is a User.

(5) All data, including hardware and software, and Devices are owned by the County, some of which may be licensed or leased from a third-party or created by a User. If a User creates intellectual property using County data, which includes County information, that is not publicly available, whether during the course and scope of employment or thereafter, the intellectual property is owned solely by the County.

(6) Prior to any procurement containing technology in whole or in part, the user department must submit an IT Request Form to the assigned departmental project management team member within the Information Technology Department ("Project Manager"). The Project Manager will evaluate the request with other units within the Information Technology Department, such as the Security and Infrastructure teams, and the CIO, who must approve the request prior to soliciting the goods or services irrespective of the amount of the goods or services sought.

(7) Users must retain public records, as defined in Ch. 119, Florida Statutes, in accordance with the Public Records Maintenance, Storage, and Retention Policy set forth in the Seminole County Administrative Code.

(8) Users must immediately report incidents and suspicious information technology related activity to the Information Technology Security Team at: CSDSupport@SeminoleCountyFL.gov and InfoSec@SeminoleCountyFL.gov.

D. Artificial intelligence. AI is technology that enables computers and machines to simulate tasks performed by humans, such as learning, reasoning, comprehension, problem solving, and decision-making. AI technologies may include, but are not limited to, generative artificial intelligence tools, machine learning systems, predictive analytics technologies, automated decision-support systems, and vendor platforms that incorporate artificial intelligence capabilities. Generative AI creates new content, including text, images, code, audio, or video. For purposes of this Policy, AI and Generative AI are referred to as AI.

(1) **Acceptable Use and Requirements of AI.**

(A) Only those AI platforms approved by the CIO or their designees may be used for County business and only in accordance with all applicable State of Florida and Federal laws, rules, regulations, and County policies. When using AI platforms approved by the CIO or their designees, Users must independently verify all outputs through human review and may not solely rely on AI-generated content for accuracy, completeness, or decision-making.

(B) If Users intend to use data that is the subject of a contract or potential contract between the County and a third-party, Users must review the contract provisions to determine whether there are any prohibited uses of data in AI platforms. At all times, Users must comply with contract terms.

(C) If information or work product generated by AI is published publicly by a User, a statement must be included with the information or work product that it was generated with the use of AI.

(D) By using AI, Users acknowledge that AI is not error-free. The use of AI depends on data input and AI does not factor in human awareness. Therefore, Users must be aware of grammatical errors and incomplete results that may be produced. In all cases, AI results must be validated by Users.

(2) **Unacceptable Uses of AI.** Users must not input confidential information, including but not limited to, social security, credit card, cybersecurity, Health Insurance Portability and Accountability Act ("HIPPA"), or personally identifiable information, into AI platforms. Confidential information is information that is protected by any applicable law or may reasonably be determined to be sensitive. Instead, Users must anonymize or de-identify information prior to the use of AI.

~~C~~**E. TRAINING.** Cybersecurity training is a foundational component of protecting the County's information technology network and data from cyber threats and to ensure availability, confidentiality, and integrity. Pursuant to Section 282.3185, Florida Statutes, all local government employees and technology professionals must complete cybersecurity training within thirty (30) days after commencing employment and annually thereafter, to strengthen awareness, reduce risks, and improve response capabilities. The mandatory training, including simulated phishing exercises, will be established by the Information Technology Department.

~~(1) Effective security is a team effort involving the participation and support of every employee and affiliate who deals with information, information systems or both.~~

~~(2) It is the responsibility of every computer user to know what constitutes acceptable use of Seminole County Government systems, to know the guidelines, and to conduct their activities accordingly.~~

~~(3) All employees and third-party vendors shall receive training and supporting reference materials to allow them to properly protect Seminole County Government information assets before they are granted access.~~

~~(4) Security awareness training will be provided at regular intervals to ensure that all necessary employees maintain the desired level of proficiency.~~

~~**D. ROLES.** The roles of specific County staff in implementing this policy are set forth below:~~

~~(1) Data Custodian: A member or members, who have ultimate responsibility for ensuring the protection and use of the organization's data. Responsibilities include:~~

~~(a) Identifying what data belongs to the Board and identifying the system of record.~~

~~(b) Identifying and documenting what roles are allowed access to the data and the level of access required.~~

~~(c) Determining and documenting the process for authorizing individuals to access the data.~~

~~(d) Implementing processes that maintain the integrity and accuracy of the data.~~

~~(e) Ensuring that the data is protected, and the applicable laws are followed concerning handling of the data.~~

~~(2) Security Administrator: This role is responsible for the security of the data and systems that store the data. The responsibilities of this role include:~~

~~(a) Providing access to the users that are approved by the data custodian.~~

~~(b) Protecting data from unauthorized users.~~

~~(c) Ensuring that appropriate disaster recovery procedures are in place.~~

~~(3) Data User: The role is designated by the data custodian and has permission to access and use the data. Responsibilities include:~~

~~(a) Being accountable for all data made with his or her account.~~

~~(b) Ensuring that all use and distribution of data is only for approved purposes.~~

~~(c) Not disclosing data to unauthorized people.~~

~~(d) Keeping his or her password secret.~~

~~(4) Information Security Officer: This role is designated by the Chief Information Officer and responsibilities include:~~

~~(a) Assuming overall responsibility for the security of the County's information systems and data integrity.~~

~~(b) Establishing the policies and procedures necessary to ensure the security and integrity of the County's data and information systems.~~

~~(c) Working with Data Custodians to ensure the reliability and enforcement of any related policies and procedures.~~

~~(d) Organizing incident response to security breaches in order to minimize data loss or integrity concerns.~~

~~(5) Information Services Department: This role is responsible for supporting the electronic data systems infrastructure. Responsibilities include:~~

~~(a) Documenting and supporting the structure of the organization's data.~~

~~(b) Supporting the use of standard data definitions throughout the organization.~~

(c) Facilitating the appropriate sharing of data and integration of data between the organization's systems.

(6) Chief Information Officer: This role is responsible for providing oversight to the Information Services Department and providing guidance to the county on information systems issues. Responsibilities include:

(a) Appointing and revoking Data Custodian roles to all electronic information systems.

(b) Assuming the role of Information Security Officer in absence of other designees.

E. DIRECTIVES.

(1) All data, including software, produced by County employees, volunteers, interns, Commissioners and their aides, and third-party vendors while employed by the Board, is solely owned by the Seminole County Board of County Commissioners.

(2) All computer hardware, computing devices, including tablets and smart phones, operating systems, and third-party software applications purchased using funding provided by the Board are solely owned by the Seminole County Board of County Commissioners.

(3) Access to any information system that has security risks requires authentication by userid or password, biometric system, multi-factor authentication or other mechanism which minimizes unauthorized access to or alteration of the County's data. The Information Security Officer shall approve the appropriate authentication method.

(4) The Information Security Officer shall document and maintain appropriate standards for the creation, size, style and expiration period of passwords. All data users shall follow the standards.

(5) The Board delegates the responsibility for ensuring that the appropriate level of user access management is implemented and maintained in a secure manner to the Chief Information Officer or his or her designees. The Chief Information Officer shall assign an appropriate Data Custodian for each of the computer systems owned by the Board of County Commissioners.

(6) Formal user access control procedures must be documented, implemented and kept up to date by the Data Custodian for each application and information system to ensure authorized user access only. These procedures must cover all stages of the lifecycle of user access, from the initial registration of new users to the final de-registration of users who no longer require access. Security Administrators shall allocate access rights and permissions for each user to computer systems and data that are commensurate with the task they are expected to perform. Users will not be granted access to information that is unnecessary for the performance of their tasks. The system's Data Custodian is responsible for determining the appropriate authorization levels for each data user.

~~(7) Where Board owned data systems cross the boundaries of the Board and other Constitutional Officers, the Chief Information Officer shall create a committee composed of members of both organizations to ensure that the data integrity and operational needs of both organizations are met. The Board of County Commissioners shall resolve any disputes. Under any circumstance, the Board delegates to the County Manager the ability to request access rights to any Board owned system for any data user. Any request made by the County Manager must be fulfilled as soon as possible.~~

~~(8) Employees outside the Information Services Department do not have administrative rights to any of the Board's information systems unless that access is granted in writing by the County Manager, Chief Information Officer, or designee(s).~~

~~(9) No information created by an employee of the Board of County Commissioners that is produced using County equipment will be considered private to the employee.~~

~~(10) Employees shall not install software on their computers or any computing device without the approval of the Information Security Officer or his or her designee.~~

~~(11) All employees of the Board of County Commissioners must retain data as required by Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time ("Public Records"), and all other applicable law. Under no circumstance may an employee release data to the general public that is exempt from Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, and all other applicable law.~~

F. NON-COMPLIANCE. ~~Non-compliance~~ Failure to comply with this Policy ~~by Seminole County employees and system users is a serious matter and will be dealt with accordingly on a case-by-case basis. Depending on the severity of violations and applicable legal statutes, consequences could~~ may result in removal or limitation of access rights ~~and special system privileges, removal of system access,~~ or~~, for County employees,~~ disciplinary action~~, to include~~ including but not limited to, potential termination of employment. ~~In severe cases of fraud or breach of privacy laws, legal action may be taken.~~

~~**G. RESPONSIBILITY.** The Board of County Commissioners bears the ultimate authority and responsibility for Seminole County Government's information security. As such, the Board has established this Policy and directs Seminole County Government personnel to implement the Information Security/Data Access Policy as follows:~~

~~(1) The County Manager shall approve and enforce all information security guidelines that have county-wide scope.~~

~~(2) The County Manager shall appoint the Chief Information Officer or his or her designee as the Information Security Officer (ISO) to provide the direction and technical expertise to ensure that Seminole County Government's information is properly protected.~~

~~(3) All Seminole County Government Directors, Managers, Program Managers, Supervisors and other Seminole County Constitutional Officers (where their staff access~~

~~the County's data systems) are directly responsible for implementing the Information Security/Data Access Policy and any subsequent policies, procedures and guidelines developed by the Information Security Officer and approved by the County Manager within their areas of responsibility, and for adherence by their staff.~~

~~H~~ G. AUTHORITY. ~~Public Records Act, Chapter 119, Florida Statutes~~
Resolution 2003-R-36 adopted February 11, 2003
Resolution 2007-R-42 adopted March 13, 2007
Resolution 2008-R-55 adopted February 12, 2008
Resolution 2010-R-26 adopted January 26, 2010
Resolution 2012-R-107 adopted June 12, 2012
Resolution 2016-R-187 adopted November 15, 2016
Resolution 2026-R- adopted

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2026-0350

Title:

Approve and authorize the County Manager to execute the Unilateral Termination of Reflections of Hidden Lake Utilities Department lease. District5 - Herr **(Stephen Koontz, Assistant County Manager)**

Division:

Administrative Services-Real Estate

Authorized By:

Stephen Koontz, Assistant County Manager

Contact/Phone Number:

Shane Fischer/407-665-7414

Background:

The Utilities Department has been leasing space at Reflections of Hidden Lake since April 2019, with the most recent least renewal starting May 01, 2025. Due to unsatisfactory environmental conditions, department employees have been working in the Emergency Operations Center since February 02, 2026. The County wrote to the landlord on November 19, 2025; December 05, 2025; January 28, 2026; and February 19, 2026, asking the landlord to remediate the premises. The landlord has not complied with the request, rendering the property untenantable. Section 11(a) of the lease allows the county to cancel the lease after thirty days of untenability and abate rental payments.

The proposed termination notice terminates the lease effective June 12, 2026.

Requested Action:

Staff requests the Board approve and authorize the County Manager to execute the Unilateral Termination of Reflections of Hidden Lake Utilities Department Lease.

UNILATERAL TERMINATION OF REFLECTIONS OF HIDDEN LAKE ENVIRONMENTAL SERVICES DEPARTMENT LEASE

THIS UNILATERAL TERMINATION OF LEASE is made and entered into this _____ day of _____, 2026, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Unilateral Termination of Reflections of Hidden Lake Environmental Services Department Lease Agreement (hereinafter "Unilateral Termination of Lease Agreement") referred to as "COUNTY", and **A & Z VENTURES, LLC**, a Florida Limited Liability Company, whose address is 1037 S. International Parkway, #1091, Lake Mary, Florida 32746, in this Unilateral Termination of Lease Agreement referred to as "LANDLORD".

W I T N E S S E T H:

WHEREAS, LANDLORD and COUNTY entered into the Reflections of Hidden Lake Environmental Services Department Lease on April 23, 2019, as amended on August 13, 2019, February 13, 2024, and March 25, 2025 (collectively referred to herein as the "Lease") for COUNTY to lease space at 500 West Lake Mary Boulevard for use as offices for Seminole County; and

WHEREAS, the Lease, as amended and extended, commenced on May 1, 2019 and will terminate on April 30, 2027; and

WHEREAS, Section 11 of the Lease provides that in the event the Leased Premises or a major portion thereof is damaged to an extent that renders it untenantable, as TENANT may determine, and LANDLORD elects not to repair the Leased Premises for a period of thirty (30) days after the damage or destruction, then either party may cancel and terminate the Lease and rental payments may be abated; and

WHEREAS, due to high levels of mold at the Leased Premises, COUNTY requested LANDLORD, in writing and on multiple occasions, to make the necessary repairs to the Premises to

remediate the dangerous conditions caused by the mold. The written requests to LANDLORD are dated November 19, 2025, December 5, 2025, January 28, 2026, and February 19, 2026; and

WHEREAS, the Landlord has failed to make the necessary repairs to the Premises to remediate the mold; and

WHEREAS, as a result of Landlord's failure to remediate the mold to an acceptable and safe condition, all COUNTY employees are no longer occupying the Premises, and no COUNTY business is being conducted within the Premises effective February 2, 2026; and

WHEREAS, Landlord has failed to maintain the Premises, as it is required to do under the Lease, because it has refused to make the repairs necessary to remediate the mold from the Premises. Due to the Landlord's failure, COUNTY has determined, pursuant to Section 11 of the Lease, the Premises is untenantable; and

WHEREAS, COUNTY has further determined that it is in its best interest, and the interest of its employees, to terminate the Lease,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in the Lease, the COUNTY unilaterally asserts the following:

1. The foregoing recitals are true and correct and form a material part of this Unilateral Termination of Lease Agreement.

2. COUNTY hereby terminates the Reflections of Hidden Lake Environmental Services Department Lease in accordance with Section 11 of the Lease.

3. As of the date of this Unilateral Termination of Lease Agreement, COUNTY hereby suspends all further rental payments.

4. The COUNTY's last day of occupancy at the Leased Premises will be June 12, 2026.

IN WITNESS WHEREOF, the COUNTY has executed this Unilateral Termination of Lease Agreement for the purposes stated above.

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
DARREN GRAY,
County Manager

Date:_____

_____
Witness

_____
Print Name

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

03/31/2026
T:\Users\alanius\Leases\Unilateral Termination of Reflections of Hidden Lake Lease.docx

From: Lanius, Andrew
Sent: Thursday, February 19, 2026 11:08 AM
To: charleshartlaw@gmail.com
Cc: Koontz, Stephen <skoontz@seminolecountyfl.gov>; Arcand, Stacy <sarcand@seminolecountyfl.gov>
Subject: RE: Reflections at Hidden Lake mold remediation

Dear Mr. Hart,

Pursuant to our last conversation, I wanted to inform you that several members of Seminole County's management team have reviewed the 'Mold Testing & Antimicrobial Mitigation Summary' and the 'Air Analytical Report' which your client provided to the County on Tuesday (2/10/2026). The management team, which includes several individuals well versed in mold remediation, have presented serious concerns that what was completed is insufficient and inadequate, especially in lieu of the County's test provided to your client on 1/28/2026.

The first of such concerns is that the Florida DBPR website indicates license numbers MRSR4953 and MRSA4896, which are included on the NanoGuardCP, LLC "Mold Testing & Antimicrobial Mitigation Summary", are held by Max T. Jensen. There is no mention of Mr. Jensen on the NanoGuardCP, LLC document. Can you please confirm that Mr. Jensen was the individual who completed the work or, alternatively, please explain Mr. Jensen's role in the work that was completed.

A further concern held by the County management is that the "Air Analytical Report" indicates 5 samples were taken at Reflections for analysis. Samples 1 and 2 are labeled as "Baseline" and "Kitchen", respectively, but samples 3-5 are listed only as "Area 1", "Area 2" and "Area 3". Please provide the County with the specific locations where these samples were taken. Please note, the Air Sample Test the County provided to your client, done by EMSL Analytical, Inc., included air samples from the following locations at Reflections:

A1: Ext S. Parking
A2: Men's RR
A3: Breakroom
A4: Billing Office
A5: Front Lobby
A6: N. Engineering
A7: S. Engineering
A8: Conference Room
A9: Deputy Director's Office
A10: Director's Office
A11: Accounting Office
A12: File Room
A13: W. Ext. Parking

The Tape Test the County had completed also included samples from the following locations at Reflections:

T1: E. Exit Door Frame
T2: Breakroom Behind Cone
T3: Billing Drywall
T4: Billing Poster
T5: Accounting Drywall
T6: CS Return Vent
T7: Engineering Ct.
T8: Int Wall Cavity Men's RR

T9: Water Heater Drain Pan
T10: Upper Wall Men's RR

The Air Sample Test and Tape Test the County had performed found problematic values in several areas of Reflections. The Air Sample Test your client had performed is inadequate because it was not completed in the same areas of Reflections. Your client also failed to have any Tape Test completed despite the County having done so and providing a report indicating problematic values.

It is my position that all areas which were found to be problematic by the County's Air Sample Test and Tape Test need to be retested by your client in the same manner as the County's test to ensure the safety of Reflections prior to the return of the County's employees. Until it is adequately shown that the facility is safe for the County's employees, they will not be sent back to Reflections. To avoid any further miscommunication, the County management has asked that I request a one-hour meeting with you and your client so all parties could have the opportunity to further discuss this matter. I believe a meeting would help resolve this matter more efficiently and, therefore, please see the below times/dates for a one-hour meeting at the County Services Building:

February 26, 2026 at 4PM-5PM
February 27, 2026 at 9AM-10AM OR 10AM-11AM
March 2, 2026 at 9AM -10AM OR 10AM-11AM

The County looks forward to the resolution of this matter. If you have any questions or concerns, please feel free to contact me to further discuss.

Truly Yours,
Andrew Frank Lanius

Andrew F. Lanius
Assistant County Attorney
County Attorney's Office
O: (407) 665-7274 | F: (407) 665-7272
1101 E. First Street, Sanford, FL 32771-1468
alanius@seminolecountyfl.gov
www.seminolecountyfl.gov
/SeminoleCounty @seminolecountyfl @seminolecounty /SeminoleCounty

****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****

From: Louis Joachim <LJoachim@doverintl.com>
Sent: Tuesday, February 10, 2026 12:07 PM
To: Lanius, Andrew <alanius@seminolecountyfl.gov>
Cc: charleshartlaw@gmail.com; Koontz, Stephen <skoontz@seminolecountyfl.gov>; Arcand, Stacy <sarcand@seminolecountyfl.gov>
Subject: RE: Reflections at Hidden Lake mold remediation

NOTICE: This email was sent from someone outside of the Seminole County BCC Organization. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. If you believe this message is suspicious or malicious in nature, please use the Phish Alert Button to report it to the Information Technology Security Team or contact 311Support at CSDSupport@seminolecountyfl.gov

Dear Mr. Lanius,

Thank you for the email. Nanoguard has issued a the attached Air Analytical Report with their findings. Additionally, I have attached reciepts for Mold Treatment and Commercial Duct Cleaning.

The County is free to return to the lease space.

Please include my attorney Charles Hart, Esq. on any future correspondence. Please feel free to call or write if you have any questions. I look forward to resuming our mutually advantageous business relationship.

Regards,

Louis F. Joachim
President
Dover International Company, Inc.
1307 S. International Parkway, Ste 1091
Lake Mary, FL 32746
Website: www.doverintl.com
P: 407-333-0711
F: 407-333-0366

Residential & Commercial
Business Brokers,Property Management, Mergers and Acquisitions

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From: Lanius, Andrew <alanius@seminolecountyfl.gov>
Sent: Tuesday, February 10, 2026 8:15 AM
To: Louis Joachim <LJoachim@doverintl.com>
Cc: charleshartlaw@gmail.com; Koontz, Stephen <skoontz@seminolecountyfl.gov>; Arcand, Stacy <sarcand@seminolecountyfl.gov>
Subject: Reflections at Hidden Lake mold remediation

Dear Mr. Joachim,

I have been informed by County staff that mold remediation efforts have commenced at Reflections at Hidden Lake. Pursuant to my previous correspondence to you, dated January 28, 2026, please provide the anticipated work schedule/plan, and the name of the company doing the remediation work, to me. Currently, the County's lack of information has made it increasingly difficult to protect County owned property which includes, but is not limited to, IT equipment. Also, the County needs to know when the building will be cleared as safe for employees to return to work.

In addition to the above, I strongly believe that it would be prudent to have a meeting so the parties can discuss several matters. Please see the below dates and times and let me know if you are available.

Thursday, February 12 1PM-2PM
Thursday, February 12, 2PM-3PM
Friday, February 13, 9AM-10AM
Friday, February 13, 2PM-3PM

I look forward to your timely response.

Truly Yours,
Andrew Frank Lanius

Andrew F. Lanius
Assistant County Attorney
County Attorney's Office
O: (407) 665-7274 | F: (407) 665-7272
1101 E. First Street, Sanford, FL 32771-1468
alanius@seminolecountyfl.gov
www.seminolecountyfl.gov
/SeminoleCounty @seminolecountyfl @seminolecounty /SeminoleCounty

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SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE

1101 EAST FIRST STREET • SANFORD FL 32771-1468 • TELEPHONE (407) 665-7254 • FAX (407) 665-7259 • WWW.SEMINOLECOUNTYFL.GOV

COUNTY ATTORNEY
Katherine Latorre

DEPUTY COUNTY ATTORNEY
Neysa J. Borkert

SENIOR ASSISTANT COUNTY ATTORNEY
Brijesh Patel

ASSISTANT COUNTY ATTORNEYS
Gerlin L. Kahn
Andrew F. Lanius
Robert McHugh
Jennifer B. Nix
Cassidy Perdue
Valeria Negron Diaz

LEGAL SERVICES MANAGER
Ken Walsh

January 28, 2026

Louis Frantz Joachim
Dover International Company, Inc.
1307 S. International Parkway, Suite 1091
Lake Mary, Florida 32746

Re: Reflections of Hidden Lake Environmental Services Department Lease

Dear Mr. Joachim,

This letter follows my previous correspondence dated December 5, 2025 addressed to you as the Registered Agent for A & Z Ventures, LLC pertaining to the April 23, 2019 "*Reflections of Hidden Lake Environmental Services Department Lease*" between Seminole County, as Tenant, and A & Z Ventures, as Landlord. In that letter, I informed you of complaints the County received from County employees working at Reflections of Hidden Lake (hereinafter "Reflections") regarding the suspected presence of mold at such facility. The letter requested Landlord to immediately address and remediate the situation pursuant to the Landlord's maintenance responsibilities under Section 4 of the Lease. On December 23, 2025, I received your written and undated response stating, in part, "*there was never any apparent of mold indication*" and "*The county is free to hire anyone to inspect, and if there is any mold, we will take the necessary steps to remediate*."

Due to Landlord's refusal to sufficiently maintain Reflections and the inherent danger and health consequences that mold can cause, the County engaged Terracon Consultants, Inc. to inspect the facility. The County received an initial report from Terracon, attached for your review. As you will see, Terracon's subcontractor, EMSL Analytical, Inc., found significant mold growth, as well as other particulates, throughout Reflections. Despite your prior assertions that you inspected the facility and knew there was no mold, the initial report clearly demonstrates otherwise.

Given the findings in the initial report, and Landlord's obligation under the Lease to maintain Reflections, Landlord must immediately remediate the mold growth and address the other particulates throughout the facility. The County is working to limit employee access in those areas within Reflections evidencing hazardous conditions. Unfortunately, the inability to use several areas of Reflections will place a significant strain on County operations; therefore, remediation should be completed within ten (10) calendar days from the date of this correspondence. In addition, please provide the County with the name of

the company that will perform the remediation and the anticipated schedule for same, as the work will likely cause further disruption to the day-to-day operations of the County. Once remediation is complete, Landlord shall ensure that Reflections is re-inspected to ensure the hazardous conditions have been eliminated. Landlord shall provide the County with written confirmation from the remediation company evidencing that the current hazardous conditions have been successfully remediated to acceptable levels.

Alternatively, the County is willing to use its own contractor to remediate the mold and particulate growth and to reinspect Reflections. If Landlord is amenable to this option, the County will reduce its future rental payments due under the Lease in an amount equal to the cost of the work, plus any related costs reasonably necessary to complete remediation and reinspection of Reflections. The County will provide supporting invoices and other documentation to Landlord upon completion of the work. All future maintenance and repairs to Reflections shall continue to be the responsibility of the Landlord and the County's current offer to conduct its own remediation in this instance does not create any continuing obligation on the part of the County to conduct maintenance or repairs in the future.

Finally, please find enclosed Terracon's Proposal estimating that its inspection of Reflections would cost the taxpayers of Seminole County $5,950.00. Given Landlord's maintenance responsibilities under the Lease, the County expects Landlord to reimburse the County for this work or to offset the cost of the work against the County's rent. Upon receipt of an invoice from Terracon, the County will forward same to your attention. Failure of Landlord to reimburse the County for the actual costs of the inspection or to offset the costs against rent will be considered a material breach of the Lease and may result in the County taking any and all available legal measures to recoup its costs and enforce the Lease.

If Landlord is agreeable to the County using its own contractor to remediate Reflections and reduce future rent payments as set forth above, please sign below and return to my office within 10 days from the date of this correspondence. Otherwise, the County anticipates that Landlord will fulfill its maintenance obligation and provide remediation as previously addressed herein.

The County appreciates your attention to this significant matter and looks forward to a prompt resolution of this issue. Please do not hesitate to contact me to further discuss.

Regards,

/s/ Andrew Lanius

Andrew Frank Lanius
Assistant County Attorney

Enclosures

CC: Charles C. Hart II, Esq.

ACCEPTED _____ Date _____
Louis Frantz Joachim
President of Dover International Company, Inc. as agent for
A & Z Ventures, LLC

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE

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LEGAL SERVICES MANAGER
Ken Walsh

December 5, 2025

Louis Frantz Joachim
Dover International Company, Inc.
1307 S. International Parkway, Suite 1091
Lake Mary, Florida 32746

Dear Mr. Joachim,

On April 23, 2019, Seminole County entered into a lease agreement with A & Z Venture, LLC titled "*Reflections of Hidden Lake Environmental Services Department Lease*". The Lease Agreement was for a five (5) year term and has been extended until April 30, 2027. It has enabled Seminole County's Environmental Services Department to utilize the building known as Reflections of Hidden Lake, located at 500 West Lake Mary Boulevard, Sanford, Florida 32773, as office space for County-related business. This Notice is being sent to you, as the Resident Agent for A & Z Ventures, LLC, in accordance with Section 21 of the Lease Agreement.

As you know from past conversations with the County's staff, the County's leasing coordinator has received complaints from individuals who work inside the subject location. The complaints have been about the presence of unknown smells, mildew and/or mold. They commenced in early August of 2025 and have persisted until the date of this correspondence without adequate testing or remediation. The County is aware that you had a company called Monument Commercial Building Inspections, LLC inspect the subject location but, due to a dispute between Dover International Company, Inc., and Monument Commercial Building Inspections, no Report was issued.

Pursuant to Section 4 of the Lease Agreement, the Landlord is responsible for maintenance and repairs to both the exterior and the interior of the building. It is the County's position that Section 4 of the Lease Agreement requires the Landlord to remove any hazards, whether they are hidden or obvious, that might be present in the building. The hazards for which the County is seeking recourse include, but may not be limited to, the suspected presence of mildew and mold.

The purpose of this correspondence is to respectfully request the Landlord provide the County with the Report that was previously completed at the subject location for review. Please provide such Report to the County's leasing coordinator by December 15, 2025. If the Report indicates a hazard or a condition requiring remediation, the County expects the Landlord to promptly take whatever actions are necessary to address the hazard or condition consistent with its obligations under the Lease Agreement.

In lieu of providing the County a copy of the Report, the County requests that Landlord retain a firm employing a licensed Industrial Hygienist or a licensed mold inspector to perform a comprehensive indoor environmental assessment. The assessment shall include visual inspection,

moisture investigation, and air quality and microbial testing to determine whether mold growth or other indoor environmental contaminants are present. If mold or other indoor environmental contaminants are determined to be present, a licensed environmental remediation firm must be hired to perform the corrective remediation actions outlined by the licensed Industrial Hygienist or the licensed mold inspector performing the comprehensive indoor environmental assessment, by the date of January 15, 2026. In addition, the County requests that Landlord retain a licensed HVAC mechanical contractor to perform a comprehensive assessment of the HVAC systems to evaluate performance, airflow, and overall system functionality. The County respectfully requests any reports that are generated per the assessment.

The County appreciates your attention to this matter and looks forward to resolving this issue. If you have any questions or concerns, please do not hesitate to contact me to further discuss.

Regards,

/s/ Andrew Lanius

Andrew Frank Lanius

CC: Charles C. Hart II, Esq.

Aganovic, Sandra

From: Louis Joachim <LJoachim@doverintl.com>
Sent: Wednesday, November 19, 2025 5:30 PM
To: Aganovic, Sandra
Subject: RE: Brighter light in Safe Room

Follow Up Flag: Follow up
Flag Status: Completed

NOTICE: This email was sent from someone outside of the Seminole County BCC Organization. Always use caution when opening attachments or clicking links from unknown senders or when receiving unexpected emails. If you believe this message is suspicious or malicious in nature, please use the Phish Alert Button to report it to the Information Technology Security Team or contact 311Support at CSDSupport@seminolecountyfl.gov

My dearest Sandra,

I am not sure we are going to have a report from the Mold company. My Attorney is dealing with the company, and they want me to sign an agreement after the inspection that will exculpate them from any liability that I refuse to sign. They claim the Lab performs their study and that they are not responsible for the result of any lab study. Hence, their position is unless the agreement is signed, they will not issue the report. We hired another company; those guys went there walked the space and sent an estimate to clean the air if we think there is mold. My office hired them and when I read their receipt, it says, " their inspection consists of walking through the space and give an estimate" In fact they were transparent but my office did not catch that.

I know there is no mold, and I inspected the place when Shery called to report possible mold. I told her there was no mold for what I witnessed. As a matter of precaution I had UV Mold Sanitizer, Mold remover lights installed throughout the space.

You are free to conduct a test if you want, I will not spend money unnecessarily on this.

Louis Frantz Joachim
President
Dover International Company, Inc.
1307 S. International Parkway
Lake Mary, Florida 32746

From: Aganovic, Sandra <saganovic@seminolecountyfl.gov>
Sent: Wednesday, November 19, 2025 1:57 PM
To: Dover International Company Inc <info@doverintl.com>; Louis Joachim <LJoachim@doverintl.com>
Cc: Brown, Sheri Ann <Sbrown02@seminolecountyfl.gov>
Subject: RE: Brighter light in Safe Room

This suite is one floor only. Thank you for letting me know about Kat. Can you please also check into the mold report results that were conducted some weeks ago? We are awaiting the report.

Thank you,

THIRD AMENDMENT TO REFLECTIONS OF HIDDEN LAKE UTILITIES DEPARTMENT LEASE

THIS THIRD AMENDMENT is made and entered into this 25 day of March, 2025 and is to that certain Lease made and entered into on the 23rd day of April, 2019, as amended August 13, 2019 and February 13, 2024, between **A & Z VENTURES, LLC,** a Florida limited liability company, whose address is 1037 S. International Parkway, #1091, Lake Mary, Florida 32746, in this Amendment referred to as "LANDLORD," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amendment referred to as "TENANT."

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease on April 23, 2019, as amended August 13, 2019 and February 13, 2024, for TENANT to lease space at 500 West Lake Mary Boulevard for use as offices for the Seminole County Utilities Department; and

WHEREAS, the Lease, as amended, commenced on May 1, 2019 and will terminate on April 30, 2025; and

WHEREAS, Section 17 of the Lease provides that any amendments or modifications will be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, the parties desire to extend the Lease for two (2) years to continue to enjoy the mutual benefits it provides; and

WHEREAS, the parties desire to amend Sub-Section 11(a) of the Lease Agreement, titled Fire Clause, to correct a scrivener's error,

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

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/27/2025 11:04:32 -04:00
eCertified Id: 7AE8-97C0-8981
Page 1 of 4

1. The Lease is extended for a term of two (2) years from May 1, 2025 to April 30, 2027.

2. Pursuant to Section 3(b) of the Lease, the parties acknowledge and agree the rental rate will increase to $16.50 per square foot which will result in the annual rental payment of $191,103.00 (or $15,925.25 per month) from May 1, 2025 through April 30, 2026. The rental rate will be subject to further annual adjustment beginning May 1, 2026 as provided in the Lease.

3. Sub-Section 11(a) of the Lease Agreement, titled 'Fire Clause', is deleted and replaced with the following:

Section 11. Fire Clause

(a) During the term of this Lease, LANDLORD covenants and agrees that LANDLORD shall carry fire and extended coverage insurance. The insurance must contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion of the Leased Premises is damaged or destroyed by casualty, fire, or otherwise, to an extent that renders the Leased Premises untenantable, as TENANT may determine, LANDLORD may rebuild or repair such damaged or destroyed portions of the Leased Premises. The obligation of TENANT to pay rent under this Lease will abate as to the damaged or destroyed portions during the time the Leased Premises are untenantable. In the event LANDLORD elects not to rebuild or repair the Leased Premises or fails to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party, at its option, may cancel and terminate this Lease.

4. Sub-Section 11(b) of the Lease Agreement will remain in full force and effect and is not amended or revised by this Third Amendment in any way.

5. Except as modified by this Third Amendment, all terms and conditions of the Lease, as previously amended, will remain in full force and effect for the term of the Lease as extended by this Third Amendment.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/27/2025 11:04:32 -04:00
eCertified Id: 7AE8-97C0-8981
Page 2 of 4

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

WITNESSES:

Signature

Katherine Quintanilla
Print Name

Signature

Armelio Fernandez Aponte
Print Name

A & Z VENTURES, a Florida limited liability company

By: _____
Print Name: Louis Frantz Joachim
Title: Manager

Date: 2/20/25

The remainder of this page has been left intentionally blank.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/27/2025 11:04:32 -04:00
eCertified Id: 7AE8-97C0-8981
Page 3 of 4

ATTEST:

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

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AFL/sfa
01/23/2025
T:\Users\alanius\Leases\11332\Third Amendment to Reflections of Hidden Lake Utilities Department Lease.docx

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
JAY ZEMBOWER, Chairman

Date: MAR 25 2025

As authorized for execution by the Board of County Commissioners at its March 25, 2025, regular meeting

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/27/2025 11:04:32 -04:00
eCertified Id: 7AE8-97C0-8981
Page 4 of 4

File Number: 2026-0354

Title:

Approve and authorize the Chairman to execute a Purchase Agreement for the acquisition of the office building located at 1016 Spring Villas Point, Winter Springs, Florida consisting of approximately 12,140 square feet on 1.02 acres, in the amount of $3,700,000 for Utilities Department office space; authorize the County Manager to execute ancillary documents necessary to complete the transaction; and execute a Resolution implementing Budget Amendment Request (BAR) #26-030 in the Water and Sewer Fund to transfer $4,000,000 from reserves. District1 - Dallari **(Stephen Koontz, Assistant County Manager)** Requesting Department-Utilities

Division:

Administrative Services-Real Estate

Authorized By:

Stephen Koontz, Assistant County Manager

Contact/Phone Number:

Shane Fischer/407-665-7414

Background:

The County has identified the office building located at 1016 Spring Villas Point, Winter Springs, Florida, for acquisition to provide office space for the Utilities Department in a County-owned facility rather than continuing to lease space. The approximately 12,140 square foot, two-story building sits on approximately 1.02 acres and provides sufficient capacity for approximately 45 staff. The property is strategically located near the Southeast Regional Water Treatment Plant, supporting operational efficiency and coordination for Utilities Department functions. The building is substantially move-in ready and partially furnished, reducing the need for significant upfront improvements or buildout costs.

The initial asking price was $3,900,000, and the property appraised at $3,500,000. Staff negotiated a purchase price of $3,700,000 and recommends proceeding with the acquisition because the overall costs remains significantly lower than constructing a comparable facility on County-owned property or incorporating Utilities Department

office space in the proposed County Administration Building at the 5 Points Complex.

The requested Budget Amendment Request exceeds the purchase price in order to cover additional expenses including moving expenses, furnishings, County network connectivity, and due diligence expenses.

Seminole County Parcel Identification Number: 24-21-30-503-0000-0020. Commonly known as: 1016 Spring Villas Pt, Winter Springs, FL 32708.

Water and Sewer Fund Reserves are currently budgeted at $58.3 million.

Requested Action:

Approve and authorize the Chairman to execute a Purchase Agreement for the acquisition of the office building located at 1016 Spring Villas Point, Winter Springs, Florida, consisting of approximately 12,140 square feet on 1.02 acres, in the amount of $3,700,000 for use as Utilities Department office space; authorize the County Manager to execute ancillary documents necessary to complete the transaction consistent with the Board's approval; and execute a Resolution implementing Budget Amendment Request (BAR) #26-030 in the Water and Sewer Fund to transfer $4,000,000 from reserves.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-030**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: UTILITIES DEPT - UTILITIES ENG & CONST

Fund(s): 40100 WATER AND SEWER FUND

RM Recommendation	
W. AVILES	4/16/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
To transfer $4,100,000 from Water and Sewer Fund Reserves for the Utilities Administration Building.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	40100	02708037	560620	00001	BUILDINGS		6209999901	3,700,000.00
Expenditure	40100	02708037	530520		OPERATING SUPPLIES		5209999901	300,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	4,000,000.00
Reserve	40100	999903	599998		RESERVE FOR CONTINGENCIES		9989999901	(4,000,000.00)
Reserve								
							Reserve Sub-Total	(4,000,000.00)
							Total Uses	-

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:_____

CONTRACT FOR SALE AND PURCHASE OF LAND

THIS CONTRACT FOR SALE AND PURCHASE OF LAND ("Contract") is dated effective on the date executed by PURCHASER (defined below), by and between **SOUTHEASTERN PROPERTIES LLC**, a South Dakota limited liability company, whose address is 5224 W SR 46, Suite 316, Sanford, Florida 32771, in this Contract referred to as "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"). SELLER and PURCHASER are collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, SELLER is the owner of certain real property located at 1016 Spring Villas Point, Winter Springs, Florida 32708, consisting of approximately 12,140 square feet of office space on approximately 1.02 acres, together with all improvements ("the Property"); and

WHEREAS, subject to the terms and conditions herein, SELLER desires to sell the Property and PURCHASER desires to acquire the Property for governmental and public purposes, including administrative and operational functions of Seminole County.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. **Legal Description of the Property**. SELLER agrees to sell, and PURCHASER agrees to buy, all right, title, and interest of SELLER in and to the Property, including all appurtenances, free of all liens and encumbrances except those permitted encumbrances which will be disclosed and accepted by PURCHASER in the manner described

below. The Purchase Price is inclusive of any brokerage commissions owed in connection with this transaction. Except only in the event a commission is owed to a broker claiming to represent PURCHASER contrary to PURCHASER's representation in Section 10 below, PURCHASER shall not be obligated to pay any brokerage commission or additional sum beyond the Purchase Price. 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: 24-21-30-503-0000-0020.

Section 2. As-Is.

A. Except as otherwise expressly provided in this Contract, including without limitation the representations and warranties contained in Section 9, PURCHASER acknowledges that PURCHASER has had, or will have during the Feasibility Period the opportunity to inspect and evaluate the Property and PURCHASER agrees to acquire the Property in its "AS-IS, WHERE IS" condition existing as of the date of Closing, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price. PURCHASER has undertaken, or will undertake, all such investigations of the Property as PURCHASER deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to the Property, including any hazardous or toxic substances on or discharged from the property, and based upon same, PURCHASER is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of PURCHASER's own consultants, agents, legal counsel, and officers.

B. Neither party to this Contract is relying on any statement or representation not expressly stated in this Contract. PURCHASER specifically confirms and acknowledges that in entering into this Contract, PURCHASER has not been induced by, and has not relied upon,

whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by SELLER or any agent, employee, or other representative of SELLER, or any broker or any other person representing (or purporting to represent) SELLER, which are not expressly set forth in this Contract. SELLER shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements, or other information pertaining to the Property furnished by SELLER, any broker, any agent, employee, or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Contract. Notwithstanding the foregoing, nothing herein shall limit or waive SELLER's express representations, warranties, or obligations under this Contract or any claim arising from fraud or intentional misrepresentation.

C. SELLER makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property. Except as otherwise expressly provided in this Contract, PURCHASER acknowledges that upon Closing, SELLER shall not have ongoing liability for the condition of the Property, and PURCHASER assumes responsibility for the Property in its then-existing condition. Nothing herein shall release SELLER from liability arising from fraud, intentional misrepresentation, or violations of law caused by SELLER prior to Closing.

D. The provisions of this Section 2 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 3. Purchase Price and Deposit.

A. Purchase Price. The purchase price of the Property is THREE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($3,700,000.00) ("Purchase Price"), payable as follows:

B. Deposit. Within five (5) business days after the Effective Date, PURCHASER shall deposit with the Closing Agent the sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00) ("Deposit").

C. Nonrefundable Deposit. TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) of the Deposit shall become nonrefundable to PURCHASER upon delivery to the Closing Agent, except in the event of SELLER default or failure of a condition precedent to Closing that is not caused by PURCHASER. In the event Closing occurs, the Deposit, including such nonrefundable portion, shall be applied toward the Purchase Price at Closing.

D. Refundable Deposit Balance. The remaining FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) of the Deposit shall remain refundable to PURCHASER until Closing and shall be returned to PURCHASER in the event this Contract is lawfully terminated by PURCHASER pursuant to the terms of this Contract, including termination during the Feasibility Period (defined in Section 3 below), failure of a condition precedent, uncured title objections, or SELLER's default. In the event Closing occurs, such refundable portion of the Deposit shall also be applied toward the Purchase Price at Closing.

E. Balance of the Purchase Price. The balance of the Purchase Price in the amount of THREE MILLION SIX HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($3,625,000.00) shall be paid to SELLER on the Closing Date, subject to any credits or apportionments as provided for under this Contract, simultaneously with delivery of the Deed, by

one or more wire transfers of immediately available funds and delivered to the Closing Agent's Trust Account at Closing.

F. Financing. PURCHASER expressly agrees and acknowledges that PURCHASER's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are not in any way conditioned upon PURCHASER's ability to obtain financing of any type or nature whatsoever (i.e., whether by way of debt financing or equity investment, or otherwise).

Section 4. Feasibility Period and Inspections.

A. Feasibility Period. PURCHASER shall have a period of sixty (60) 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 and at PURCHASER's sole cost, 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 reasonably deemed necessary by PURCHASER, including, without limitation:

i. Environmental assessments (including Phase I 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.

If a Phase II Environmental Site Assessment is reasonably believed to be necessary, PURCHASER will request SELLER's permission to conduct such Phase II Environmental Site Assessment prior to commencing any Phase II inspection; which permission can be denied in SELLER's sole discretion. If SELLER declines to permit a requested Phase II Environmental Site Assessment, PURCHASER may terminate this Contract by written notice during the Feasibility Period and shall be entitled to the return of the entire Deposit, including the nonrefundable portion of the Deposit.

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 thirty (30) days. Any additional extensions will require written agreement by both parties.

E. Restoration; Liability. Notwithstanding anything contained herein to the contrary, no invasive or destructive testing shall be conducted on the Property without SELLER's prior written approval. Following any such entry or work approved by SELLER, unless otherwise

directed in writing by SELLER, PURCHASER shall, at PURCHASER's sole cost, return the Property to the condition it was in prior to such entry or work, including, without limitation, the re-compaction or removal of any disrupted soil or materials as SELLER may reasonably direct. 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. PURCHASER shall indemnify, defend with counsel reasonably acceptable to SELLER, protect and hold harmless SELLER and the Property of and from any and all claims, liabilities, losses, expenses, including reasonable attorney's fees, damages, including without limitation those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of PURCHASER, its agents or employees in connection with PURCHASER's inspections of the Property. 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.

Section 5. Closing Date and Procedure.

A. Closing Date and Location. Closing of the transaction contemplated by this Contract shall occur within thirty (30) days after expiration or earlier termination 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. Both SELLER and PURCHASER agree that TIME IS OF THE ESSENCE with respect to the obligations under this Contract.

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; and,

v. SELLER's compliance with all terms and obligations of this Contract.

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 is materially unchanged from the condition during the Feasibility Period, normal wear and tear excluded.

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, except for any personal property expressly permitted to remain pursuant to this Contract.

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.

vii. To the extent owned by SELLER and transferable by SELLER, all furniture, furnishings, fixtures, equipment, appliances, shelving, workstations, conference room furniture, and other tangible personal property located on the Property as of Closing that is not removed by SELLER prior to Closing without additional consideration.

E. PURCHASER's Closing Deliverables. At Closing, PURCHASER shall deliver the balance of 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 only by a mutual written agreement signed by the Parties.

G. Closing Agent. PURCHASER designates Munizzi Law Firm as the Closing Agent for this transaction. The primary contact for the Closing Agent is Casey Yokum, who may be reached at (407) 507-5500. The Closing Agent shall be responsible for coordinating the Closing, issuing the Title Commitment and Owner's Title insurance policy, and disbursement of funds. The

Parties agree to cooperate with the Closing Agent and to execute and deliver such documents as may be reasonably required to complete the transaction. This provision shall survive the Closing of the transaction contemplated by this Agreement and will not merge with the Closing documents.

Section 6. Title Evidence and Seller's Obligation to Cure Defects.

A. Title Commitment. Within fifteen (15) 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 Review. PURCHASER shall have until 5:00 PM (EST) on the tenth (10th) day after the Closing Agent provides the Title Commitment to review the Title Commitment, and all related documents and to notify the SELLER in writing of any objections to title ("Title Objections").

C. Survey Review. PURCHASER shall have until the expiration of the Feasibility Period to review the Survey and to notify SELLER in writing of any objections to any survey matters or other unacceptable 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 ("Survey Objections").

D. 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 notify PURCHASER of SELLER's willingness to cure such Title Objections or Survey Objections (collectively, the "Objections") at SELLER's expense. If SELLER agrees to cure such Objections, SELLER shall use diligent, good faith efforts to cure such Objections and shall keep PURCHASER reasonably

informed of its progress. If SELLER is unwilling to cure any of the Objections, or is unable to cure such Objections within the period provided herein, PURCHASER may, at its sole option:

i. Accept title subject to any or all Objections; or

ii. Terminate the Contract without penalty and receive a return of all Deposits, including the nonrefundable portion.

If SELLER agrees to cure any of the Objections but the Cure Period extends beyond the then-scheduled Closing Date, the Closing Date shall be automatically extended as necessary to allow SELLER to cure such Objections.

Section 7. 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. The commission owed to SELLER's Broker, if any;

iv. HOA or condominium association estoppel fees (if applicable).

v. Costs required to cure title defects, including recording fees.

vi. Any unpaid taxes, assessments, or liens encumbering the Property as of Closing; and,

vii. SELLER's attorney's fees.

B. PURCHASER's Costs. PURCHASER shall pay for the following costs:

i. Title Commitment Fees;

ii. Owner's Title Insurance Policy;

iii. Any Endorsements on the Owner's Title Insurance Policy;

iv. Recording fees for the deed;

v. Survey costs;

vi. HOA or condominium transfer fees (if applicable);

vii. Appraisal costs;

viii. PURCHASER's Environmental Assessment costs; and

ix. 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 11:59pm of the date immediately preceding 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 8. 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 is not represented by any real estate professional to whom a brokerage commission would be due as a result of the Closing of this transaction.

C. This Contract is not effective, and PURCHASER is under no obligation under this Contract, until this Contract is approved by the Seminole County Board of County Commissioners.

D. Upon execution of this Contract and the subsequent approval of this Contract by the Seminole County Board of County Commissioners, this Contract shall be valid and binding upon PURCHASER.

E. Except for the express representations and warranties of SELLER found in Section 9, PURCHASER is acquiring the Property on an "AS IS, WHERE IS" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and PURCHASER acknowledges that no such representations or warranties have been made except as set forth in writing herein. In deciding whether to acquire the Property, PURCHASER is relying upon PURCHASER's investigation of the Property.

Section 9. SELLER's Representations and Warranties. SELLER hereby represents and warrants to PURCHASER that:

A. SELLER has good and indefeasible title for sale and purchase of the Property and shall maintain this title in good standing and the title, at Closing, shall be good and indefeasible and shall comply, upon title transfer, as called for in this Contract.

B. There is no pending, and to SELLER's Knowledge there is no threatened, condemnation, legal, or administrative proceeding affecting title to the Property or any portion thereof.

C. 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.

D. 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.

E. SELLER has the capacity to enter into this Contract.

F. 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.

G. To SELLER's knowledge, SELLER has not received written notice of any violation of applicable environmental laws affecting the Property and SELLER has no actual knowledge of any unlawful release, discharge, or disposal of hazardous substances on the Property caused by SELLER.

H. 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.

I. All representations and warranties of SELLER shall survive Closing for a period of one (1) year.

For purposes of Section 9, "SELLER's Knowledge" means that to the best of SELLER's actual knowledge as of the date of SELLER's execution of the Contract, without any additional investigation by SELLER.

Section 10. **Brokers**. PURCHASER and SELLER each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction other than **Robin J. Kesler, P.A., dba Optima Real Estate** (the "**Broker**"), which exclusively represented SELLER in this transaction. SELLER shall pay the brokerage commission due Broker in accordance with the terms and conditions of a separate written agreement. SELLER and PURCHASER shall each indemnify and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees,

or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

Section 11. 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 12. 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 13. No Recording. Neither this Contract, nor any memorandum of this Contract, shall be recorded in the Official Records of Seminole County, Florida. Notwithstanding the foregoing, this Contract may be maintained within the official records of Seminole County in connection with County business and shall constitute a public record subject to disclosure pursuant to Chapter 119, Florida Statutes, unless otherwise exempt by law.

Section 14. Captions. The captions contained in this Contract are for reference only and shall not affect the interpretation or construction of this Contract.

Section 15. **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 16. **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 17. **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 Contract.

Section 18. **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:

Stephen Koontz, MBA, NIGP-CPP
Assistant County Manager
County Manager's Office
1101 E. First Street
Sanford, Florida 32771
Skoontz@seminolecountyfl.gov

With a copy to:

County Attorney's Office
1101 E. 1st Street
Sanford, Florida, 32771
gkahn@seminolecountyfl.gov

For SELLER:

Southeastern Properties, LLC
Matt McGinley
5224 W SR 46, STE 316
Sanford, Florida, 32771
matt@yourlocalpods.com

With a copy to:

Robert L. Case, Esq.
Byrd Campbell, P.A.
180 Park Avenue North, Suite 2A
Winter Park, Florida 32789
rcase@byrdcampbell.com

Notices shall be deemed effective upon email transmission, provided that no bounce-back or error message is received.

Section 19. **Parties Bound**. This Contract shall be binding upon the Parties and their successors, subject to the limitation on assignment set forth above.

Section 20. **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 21. **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 22. **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, the Parties agree that the provisions of this Contract shall not be construed or interpreted for or against any party hereto based upon authorship.

Section 23. **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 24. **Attachments and Disclosures**. The following documents are attached and incorporated into this Contract: (1) Exhibit A – Legal Description.

Section 25. **Effective Date**. The Effective Date of this Contract shall be the date on which this Contract is approved by the Seminole County Board of County Commissioners and fully executed by both parties, whichever occurs later. Until such time as this Contract has been fully executed by both parties, SELLER may continue to market the Property for sale but SELLER shall not withdraw this Contract prior to June 12, 2026. Should this Contract not be approved by the Seminole County Board of County Commissioners and fully executed by both parties by June 12, 2026, this Contract shall be rescinded automatically and of no further force and effect and SELLER may sell the Property to another buyer.

Section 26. **1031 Exchange**. SELLER has notified PURCHASER of SELLER's intent to structure this transaction as part of a like-kind exchange pursuant to section 1031 of the Internal Revenue Code of 1986 (the "Code"). PURCHASER agrees to cooperate with SELLER in structuring this transaction pursuant to section 1031 of the Code and will take such steps and execute such documents as may be reasonably required by SELLER in order to accomplish such like-kind exchange. The like-kind exchange shall not reduce, diminish or adversely affect PURCHASER's and SELLER's rights or remedies under this Contract.

Section 27. **Defaults and Remedies**. In the event either party fails to perform any material obligation hereunder, except as otherwise provided herein, the party claiming default may provide the other with written notice thereof and the defaulting Party shall have the opportunity to cure such default as provided below.

a. Seller's Default. If SELLER defaults under this Contract, and fails to cure within five (5) business days after written notice from PURCHASER, PURCHASER's sole remedy shall be to terminate this Contract and receive a return of the Deposit, including the nonrefundable portion. In no event shall SELLER be liable to PURCHASER for damages of any kind, including consequential, punitive, speculative, or special damages. PURCHASER waives all rights to specific performance or injunctive relief or other relief to cause Seller to perform its obligations under this Contract.

b. Purchaser's Default. If PURCHASER defaults under this Contract and fails to cure such default within five (5) business days after written notice from SELLER, SELLER's sole remedy shall be retention of the nonrefundable portion of the Deposit as liquidated damages , whereupon the Parties shall have no further obligations under this Contract except those expressly stated to survive termination. The Parties acknowledge and agree that the nonrefundable portion of the Deposit represents a reasonable estimate of SELLER's damages in the event of PURCHASER's default and is not intended as a penalty or forfeiture. It being agreed upon between PURCHASER and SELLER that such portion of the Deposit shall be liquidated damages for a default of PURCHASER hereunder because of the difficulty, inconvenience and uncertainty of ascertaining damages for such default. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT

SUCH PORTION OF THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

c. On termination of this Contract by either party, and the release of any Deposit, as hereinabove provided, the Parties will be discharged from any further obligations and liabilities hereunder, except for any obligations which are specified as surviving the termination of this Contract. Notwithstanding the foregoing, the failure of a party to Close when required shall constitute an event of default hereunder without any requirement for notice or opportunity to Close, it being agreed that time is of the essence with regards to the obligation to Close.

d. Attorneys' Fees. In the event of any litigation between the parties pursuant to this Contract the prevailing party shall be entitled to collect their reasonable attorneys' fees and costs, including appellate fees from the other party pursuant to such litigation.

e. WAIVER OF JURY TRIAL. PURCHASER AND SELLER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREIN. PURCHASER AND SELLER CERTIFY TO THE OTHER PARTY THAT NO REPRESENTATIVE OR AGENT OF EITHER NOR COUNSEL OF EITHER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SELLER OR PURCHASER, AS THE CASE MAY BE, WOULD NOT,

IN THE EVENT OF SUCH LITIGATION; SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. THE PARTIES AGREE TO USE MEDIATION IN THE FIRST INSTANCE FOR THE RESOLUTION OF ANY DISPUTES.

f. The provisions of this Section shall survive the Closing or termination of this Contract.

[This space intentionally left blank. Signatures start on next page.]

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument on the date(s) noted below.

WITNESSES:

SOUTHEASTERN PROPERTIES LLC,
a South Dakota limited liability company

_____
Signature

By:_____
Print Name:_____
Title:_____

_____
Print Name

Date:_____

_____
Signature

_____
Print Name

[This space intentionally left blank. Signatures continue on next page.]

PURCHASER: 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: Legal Description

Exhibit A: Legal Description

LOT 2 (LESS THE NORTH 150 FEET), WILLA SPRINGS COMMERCIAL CENTER, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED AT PLAT BOOK 29, PAGE 55, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Seminole County Parcel Identification Number: 24-21-30-503-0000-0020.

Commonly known as: 1016 Spring Villas Pt, Winter Springs, FL 32708.

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

File Number: 2026-0458

Title:

Request Board approval to submit a grant application to the Florida Department of Transportation, District Five, for the SFY 2028 Public Transit Service Development Program, seeking up to $1,500,000 for enhancements to the Seminole County "SCOUT" micro-transit program; and approve and authorize the Chairman to execute a Resolution authorizing the County Manager, or designee, to execute all documents associated with the grant application. Countywide **(Kristian Swenson, Assistant County Manager)** Requesting Department - County Managers Office

Division:

County Manager Office

Authorized By:

Kristian Swenson, Assistant County Manager

Contact/Phone Number:

Ji Li/407-665-7226

Background:

The Public Transit Service Development Program was established by the Florida Legislature to provide initial funding for special transit projects. The program is authorized under Chapter 341, Florida Statutes, with specific guidelines outlined in the Florida Department of Transportation (FDOT) State Management Plan. This discretionary grant program is designed to evaluate whether new or innovative approaches can improve or expand public transit services.

Seminole County's "SCOUT" Micro Transit program intends to apply under the category of Improvement to/Expansion of Existing Service. The proposed project includes a major software enhancement to improve real-time scheduling and synchronization with SunRail, reducing passenger wait times. In addition, the grant will support expansion of service to students in the new UCF service area and increase the number of ADA-accessible vehicles to enhance mobility options for seniors and individuals with disabilities.

The grant requires a 50% County match.

Requested Action:

Staff requests Board approval to submit a grant application to State of Florida Department of Transportation District Five for the SFY 2028 Public Transit Service Development Program requesting up to $1,500,000 for enhancements of Seminole County “SCOUT” micro-transit program; and approve and authorize the Chairman to execute a Resolution authorizing the County Manager, or designee, to execute all documents associated with the grant application.

RESOLUTION NO.: 2026-R-___ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:

DESIGNATING AUTHORIZED SIGNATORY FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FIVE, SFY 2028 PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT APPLICATION AND ALL ASSOCIATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has established the Florida Department of Transportation ("FDOT"), District Five, Public Transit Service Development Program ("PTSDP") to provide grants to local governments to provide funding for public transit service projects; and

WHEREAS, Seminole County ("County") wishes to improve and expand public transit services relating to the "SCOUT" micro-transit program for citizens of Seminole County; and

WHEREAS, the County is eligible to receive a grant award under this program; and

WHEREAS, County staff requests approval for the submission of a SFY 2028 Public Transit Service Development Program grant application to FDOT, District Five, requesting up to $1,500,000 for improvements to include an increase in the number of ADA-accessible vehicles to enhance the transit mobility of Seniors and Individuals with Disabilities, the expansion of existing service areas into the new UCF service area, and, a major software enhancement aimed at the reduction of passenger wait times; and

WHEREAS, the PTDSP grant application process requires that the County authorize by resolution the individual or position with signature authority to apply for the PTDSP grant; and

WHEREAS, the Seminole County Board of County Commissioners finds that this PTSDP grant application, and adherence to its application requirements, is in the best interest of the health, safety, and welfare of the County and its residents.

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

Section 1. Incorporation of Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

Section 2. Designation of authorized signatory for SFY 2028 PTSDP grant application. The County Manager, or designee, is authorized to apply for the SFY 2028 Public Transit Service Development Program grant to be used for the improvement and enhancement of SCOUT micro-transit program services. The County Manager is authorized to execute all documents associated with such grant application.

Section 3. Effective Date. This Resolution will become effective upon adoption by the Board of County Commissioners.

ADOPTED this ___ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

By:_____
ANDRIA HERR, Chairman

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

Date:_____

JBN
5/28/26
T:\Users\jnix\Resolutions\FDOT PTSDP reso 6-2026\Resolution - FDOT PTSDP grant application.docx

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

File Number: 2026-0414

Title:

Award CC-7045-26/HSM Construction Services Agreement for Lockwood Boulevard Force Main and Reclaimed Water Main Construction to Cacique Utilities, LLC in the amount of $1,413,267.00 and Authorize the Purchasing and Contracts Division to execute the agreement. District1 - Dallari. **(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-7045-26/HSM Construction Services Agreement for Lockwood Boulevard Force Main and Reclaimed Water Main Construction provide new sewer force main and reclaimed water main in the Carillon service area. The project involves the furnishing and installation of a new force and reclaimed water main, which will be installed through open cut along the easement between Hagerty High School and the rear of the homes on West Bourne Drive. Additionally, the new force main will be extended along Lockwood Boulevard between West Bourne Drive south to the Carillon Master Lift Station via directional drill.

The project was publicly advertised, and the County received fifteen (15) bids in response to the solicitation. The review committee consists of Tammy Ryan, Project Manager II, William White, Chief Engineer, Dennis Westrick, Senior Engineer and Mary Ellen Fernandez, CIP Manager. Consideration was given to bid price, experience, and qualifications.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Cacique Utilities of Lake Worth, FL in the amount of $1,413,267.00. The completion time for this project is one hundred and fifty (150) calendar days

Substantial Completion and an additional thirty (30) calendar day to Final Completion after execution of a Notice to Proceed by the County. The budget for this item is located under account business unit #02308027.

Requested Action:

Staff requests the Board award CC-7045-26/HSM Construction Services Agreement for Lockwood Boulevard Force Main and Reclaimed Water Main Construction to Cacique Utilities, LLC in the amount of $1,413,267.00 and authorize the Purchasing and Contracts Division to execute the agreement.

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

TABULATION SHEET

CC-7045-26/HSM

Lockwood Boulevard Force Main and Reclaim Water Main Construction

RESPONSE DEADLINE: April 1, 2026 at 2:00 pm
Report Generated: Tuesday, April 28, 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
Cacique Utilities LLC	$1,413,267.00
Accurate Drilling Systems	$1,628,425.577
AP Construction Contractor LLC	$1,688,435.20
AMERICAN CIVIL CONSTRUCTION INC	$1,758,331.93
Cathcart Construction Company - Florida, LLC	$1,785,707.50
AMCON Development Group, LLC	$1,858,683.98

Vendor	Total
T B Landmark Construction, Inc.	$1,874,419.00
APEC LLC	$1,911,237.00
J. Malever Construction Co. Inc.	$2,032,604.00
RSC Construction Company, Inc.	$2,231,965.10
All Terrain Tractor Service, Inc	$2,513,298.10
Masci General Contractor, Inc.	$2,644,349.98
Universal Contracting & Construction Inc	$2,717,005.11
Mercon Construction Co.	$2,833,180.39
All State Civil Construction, Inc.	$2,860,261.84

Tabulated and posted by: Herronda S. Mortimer, Senior Procurement Analyst, Friday April 10, 2026, 12:00 PM (EST)

Recommendation and Notice of Intent to Award: Cacique Utilities, LLC

BCC AGENDA DATE: May 12, 2026

Notice of Recommended Award

Recommendation of Award for:

Lockwood Blvd Force Main & Reclaim Water Main Construction

To: Cacique Utilities 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: Tammy Ryan Pelkey

Signature: Tammy Ryan Pelkey Date: 11/24/2025

Name: J. Dennis Westrick, P.E.

Signature: J Dennis Westrick Date: 11/24/2025

Name: William White, P.E.

Signature: Date: 11/24/2025

Name: David Ornberg

Signature: Date: 11/24/2025

Director:

Name: William (Johnny) Edwards

Signature: Date: 11/24/25

CONSTRUCTION SERVICES AGREEMENT FOR LOCKWOOD BOULEVARD FORCE MAIN RECLAIMED WATER MAIN CONSTRUCTION (CC-7045-26/HSM)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **CACIQUE UTILITIES, LLC**, duly authorized to conduct business in the State of Florida, whose address is 4804 Waverly Woods Terrace, Lake Worth, FL 33463, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

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

Section 1. Work. CONTRACTOR shall complete all work as specified or indicated in the Contract Documents, including the Scope of Services, attached to this Agreement as Exhibit A, and the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. The work is generally described as the Lockwood Boulevard Force Main and Reclaimed Water Main Construction Project**.**

Section 2. Engineer.

(a) The Engineer of Record ("ENGINEER") as named in the Contract Documents is CHA CONSULTING, INC., whose address is 1016 Spring Villas Point, Winter Springs, FL 32708, and whose email address is lrolle@chasolutions.com.

(b) COUNTY's contracted consultant for construction, engineering, and inspection ("CEI") services as named in the Contract Documents is CHA CONSULTING, INC., whose address is 1016 Spring Villas Point, Winter Springs, FL 32708, and whose email address is lrolle@chasolutions.com.

Section 3. Contract Time.

(a) All provisions regarding contract time are essential to the performance of this Agreement.

(b) The work must be substantially completed as described in subsection 14.13 of the General Conditions within one hundred and fifty (150) calendar days after the date when the contract time begins to run as provided in subsection 2.2 of the General Conditions. The work must be finally completed and ready for final payment in accordance with subsection 14.9 of the General Conditions within one-hundred and eighty (180) calendar days after the actual date of substantial completion.

(c) The parties acknowledge that the contract time provided in this Section includes consideration of adverse weather conditions common to Central Florida, including the possibility of hurricanes and tropical storms.

(d) The contract time provided for in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. CONTRACTOR shall depict this thirty (30) days as float time not impacting controlling work items on CONTRACTOR's critical path scheduling. No contract time extensions will be considered related to utility coordination matters, including, but not limited to utility relocations and conflicts, unless the utility related time impacts exceed thirty (30) days impact on controlling items of work in accordance with the Project schedule.

(e) In the event that the work requires phased construction, then multiple points of substantial completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents on the basis of the total bid (original contract price). CONTRACTOR's total compensation is ONE MILLION FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS AND 00/100. ($1,413,267.00), subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR shall accept the contract price as full compensation: for performance of all work and providing all materials embraced in the Contract Documents; for all loss or damage arising out of performance of the work and from the action of the elements, or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until the final acceptance; and for all risks of every description connected with the work.

(c) CONTRACTOR acknowledges that CONTRACTOR has studied, considered, and included in its total bid (original contract price) all costs of any nature relating to: (1) performance of the work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including, but not limited to subsurface site conditions; and (4) the terms and conditions of the Contract Documents, including, but not limited to the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the work will involve significant work adjacent to, above, and in close proximity to underground facilities, including utilities which will require the support of active utilities as well as the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that its total bid (original contract price) specifically considered and relied upon

CONTRACTOR's own study of underground facilities, utilities in their present, relocated (temporary and permanent), and proposed locations, and conflicts relating to utilities and underground facilities.

(2) CONTRACTOR acknowledges that its total bid (original contract price) considered and included all of its costs relating to the responsibilities to coordinate and sequence the work of CONTRACTOR with the work of COUNTY, the work of other utility contractors, and the work of others at the Project site.

Section 5. Payment Procedures.

(a) Application for Payment. CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided for in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER and in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the contract price as provided in that subsection.

Section 6. Additional Retainage for Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the work.

(b) In the event that CONTRACTOR fails to physically mobilize to the work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the work in an amount equal to the product of the number of days after the 31st day following the date of commencement of contract time and the liquidated damage amount

for substantial completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent progress payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplementary progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the work will not be completed within the contract time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled contract time (substantial completion or final completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent progress payments. Any additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplemental progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. CONTRACTOR's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, locality, weather, utility locations, all local conditions, Chapter 220, Part 1, Purchasing Code, Seminole County Code, and federal, state, and local laws, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the work.

(b) CONTRACTOR has studied carefully and considered in its bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the work.

(c) CONTRACTOR has studied carefully and considered in its bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to underground facilities, utility installations, conflicts, relocations (temporary and permanent), and all other underground facilities and utility related conditions of the work and site that may affect cost, progress, scheduling, or any aspect of performance of the work, and that its bid reflects all such conditions. CONTRACTOR, by submitting its bid and executing this Agreement, acknowledges the constructability of the work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including, but not limited to the Spearin Doctrine, and acknowledges that the Plans and Specifications are adequate to perform the work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the Contract Documents. CONTRACTOR does not and will not require any additional examinations, investigations, tests, reports, or similar data for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has provided COUNTY written notice of all conflicts, errors, or discrepancies that CONTRACTOR has discovered in the Contract Documents. CONTRACTOR hereby accepts COUNTY's written resolution of all such conflicts, errors, or discrepancies.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the work or material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents will not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR's resident Superintendent at the work site will be Jose Cacique**.** CONTRACTOR shall use only this person as Superintendent, unless otherwise approved by COUNTY's Project Manager after following the procedure indicated in the General Conditions.

(i) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the work. CONTRACTOR declares and agrees that all costs related to performing the work in compliance with the requirements of all permits at the contract price are included in the contract price. CONTRACTOR agrees that it will be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both, by any governmental entity, district, or authority, or other jurisdictional entity relating to all permits required for performance of the work.

(j) CONTRACTOR acknowledges that the performance of the work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR shall respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the work within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall report the citizen, the street address, and a summary of the complaint and any action taken in response. Responses and action taken by CONTRACTOR must specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent progress payments or the retainage.

(k) CONTRACTOR acknowledges that COUNTY-owned property obtained for performance of the work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the work within the contract time, then

CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent progress payments or the retainage.

Section 8. Contract Documents.

(a) The Contract Documents, which constitute the entire agreement between COUNTY and CONTRACTOR, are made a part of this Agreement and are to be treated and interpreted as a unified whole to the maximum extent possible. The initial Contract Documents consist of the following items, listed in order of precedence below to the extent there may be any conflicts between them:

(1) This Agreement and its Exhibits.

(2) Any Addenda to COUNTY's Solicitation Package.

(3) COUNTY's Solicitation Package, including the General Conditions.

(4) Drawings and Plans.

(5) Technical Specifications.

(b) As the Project progresses, additional Contract Documents may become part of the Agreement between COUNTY and CONTRACTOR and will consist of the following:

(1) Modifications through Change Orders as provided in the General Conditions or an Amendment to the Agreement, which will supersede the provisions in the Contract Documents affected by the Change Order or Amendment.

(2) Performance Bond.

(3) Payment Bond.

(4) Contractor's Certificate of Insurance and Insurance Policies.

(5) Notice to Proceed.

(6) Certificate of Substantial Completion.

(7) Contractor's Waiver of Lien (Partial).

(8) Contractor's Waiver of Lien (Final and Complete).

(9) Subcontractor/Supplier's Waiver of Lien (Final and Complete).

(10) Certificate of Final Completion.

(11) Contractor's Release.

(12) Consent of Surety to Final Payment.

(13) Material and Workmanship Bond.

(c) There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be modified or amended by a change order as provided in the General Conditions or by an Amendment to this Agreement.

Section 9. Liquidated Damages.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY will suffer financial loss if the work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions of time allowed in accordance with Section 12 of the General Conditions. If the work is not completed on time, the parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from the delay in the COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount of TWO HUNDRED AND FIFTY DOLLARS per day and 00/100 Dollars ($250.00) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is Substantially Complete. It is agreed that if the work is not completed by the final completion date in accordance with the Contract Documents, CONTRACTOR shall

pay COUNTY as liquidated damages for delay one quarter (1/4) of the rate set forth above. The parties acknowledge and agree that the liquidated amounts described in this Section are not a penalty, but instead a reasonable measure of damages based upon the parties' experience in the relevant industry and given the nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified in this Agreement, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the substantial completion and final completion dates.

(c) The liquidated damages provided in this Section will apply regardless of whether CONTRACTOR is terminated, is in default, or has abandoned the work.

Section 10. Definitions, Assignment and Binding Effect.

(a) Terms used in this Agreement that are defined in Section 1 of the General Conditions have the meanings indicated in the General Conditions.

(b) No assignments by a party of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound and any such assignment without such written consent will be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Section 11. CONTRACTOR's Specific Consideration. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of Two Hundred Fifty and 00/100 Dollars ($250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original contract price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

Section 12. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 13. Notices. Whenever either party desires to give notice to the other including, but not limited to contract claims, it must be given by written notice, hand delivered, signed and

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

For COUNTY:

Seminole County Public Works Engineering Division
100 E. 1st Street
Sanford, FL 32771

With a copy to:

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

Copy to ENGINEER:

CHA Consulting, Inc.
1016 Spring Villas Point
Winter Springs, FL 32708

Copy to CEI:

CHA Consulting, Inc.
1016 Spring Villas Point
Winter Springs, FL 32708

For CONTRACTOR:

Cacique Utilities, LLC
4804 Waverly Woods Terrace
Lake Worth, FL 33463

Section 14. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which

would violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

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

Section 15. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including, but not limited to the maintenance of traffic requirements of the Contract Documents will be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by COUNTY, COUNTY will issue a Stop Work Order suspending the work or any specific portion of the work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by COUNTY, then the material breach will entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches will not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 16. Indemnification of COUNTY. CONTRACTOR shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the

negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

Section 17. Public Records Law.

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

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

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

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

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

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

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

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

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

Section 19. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 20. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 21. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 22. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 23. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 24. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 25. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR must abide by all statutes, ordinances, rules, and regulations

pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 28. Additional Requirements. CONTRACTOR shall comply with the Bid Form attached to this Agreement as Exhibit B, the Trench Safety Act document attached to this Agreement as Exhibit C, and the American with Disabilities Act Affidavit attached to this Agreement as Exhibit D. CONTRACTOR shall use the Construction Forms attached to this Agreement as Exhibit E during the course of this Agreement as appropriate.

Section 29. **E-Verify System Registration.**

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST: CACIQUE UTILITIES, LLC

_____ By:_____
Witness DAVID CACIQUE, Project Executive

_____
Signature Date:_____

_____
Witness

_____
Signature

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

_____ By:_____
Witness LETICIA FIGUEROA,
Procurement Administrator

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County

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

Approved as to form and
legal sufficiency.

_____
County Attorney
CMP/coh

Attachments:
Exhibit A – Scope of Services
Exhibit B – Bid Form
Exhibit C – Trench Safety Act
Exhibit D – American with Disabilities Act Affidavit
Exhibit E – Construction Forms
Exhibit F – Affidavit of E-Verify Requirements Compliance
Exhibit G – Human Trafficking Affidavit

CMP/coh
5/5/2026
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EXHIBIT A

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. The completed Work will provide the Owner with an improved reclaimed water main distribution, and sanitary sewer transmission system within the project area.

B. The Work shall include but is not limited to the provision and installation of the following:

1. Provision and installation of 10-inch PVC C900 and 10-inch DR-11 HDPE Force Main via pipe Horizontal Directional Drill (HDD) and open-cut.
2. Provision and installation of 12-inch PVC C900 and 12-inch DR-11 HDPE Reclaimed Water Main via pipe Horizontal Directional Drill (HDD) and open-cut.
3. Provision and installation of all associated valves and fittings for the force main and reclaimed water main.
4. Performing all flushing/pigging, pressure testing, and all required testing as specified.
5. Connections to existing force main and core drill existing wet well as required.
6. Connections to existing reclaimed water main.
7. Performance of all with associated temporary traffic control requirements for work within the road right of way.
8. The design, provision, and installation of all sheeting and shoring systems necessary to perform the work.
9. Temporary/interim and permanent restoration of site and other affected facilities.
10. Temporary/interim roadway and sidewalk facilities as necessary to facilitate uninterrupted service during the course of work.
11. Restoration including but not limited to backfilling, complete roadway restoration (including subbase, base, binder, asphalt/surface, etc.), driveway, sidewalk, curb reconstruction and more.

EXHIBIT A

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PRICE TABLES

Lockwood Blvd Force Main & Reclaimed Water Main Construction

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization (10% of Item No. 6-27)	1	LS	$140,000.00	$140,000.00
2	General Conditions (5% of Item No 6-27)	1	LS	$70,000.00	$70,000.00
3	Pre and Post Construction Color Audio-Visual Documentation	1	LS	$20,000.00	$20,000.00
4	Temporary Traffic Control	1	LS	$70,000.00	$70,000.00
5	Off- Duty Uniformed Police Officer	15	DY	$800.00	$12,000.00
6	Asphalt Removal and Replacement	1510	SY	$50.00	$75,500.00
7	Concrete Sidewalk Removal and Replacement	20	SY	$80.00	$1,600.00
8	Concrete Driveway Removal and Replacement	55	SY	$80.00	$4,400.00
9	Concrete Curb and Gutter Replacement	26	LF	$200.00	$5,200.00
10	Landscape Restoration, Sodding and Hedges	41859	SF	$1.00	$41,859.00
11	10-inch PVC Force Main - Open Cut	1989	LF	$110.00	$218,790.00
12	10-inch HDPE Force Main - HDD	1797	LF	$150.00	$269,550.00
13	12-inch PVC Reclaimed Water - Open Cut	1504	LF	$117.00	$175,968.00
14	12-inch HDPE Reclaimed Water - HDD	212	LF	$200.00	$42,400.00
15	Connection to Existing Wet Well - Lockwood Blvd	1	EA	$24,000.00	$24,000.00
16	10-inch Plug Valve (F&I)	9	EA	$5,000.00	$45,000.00
17	10-inch Gate Valve (F&I)	1	EA	$5,000.00	$5,000.00
18	12-inch Gate Valve (F&I)	1	EA	$8,000.00	$8,000.00
19	8-inch Tapping Sleeve and Tapping Valve (F&I)	1	EA	$15,000.00	$15,000.00
20	12-inch x 10-inch Tapping Sleeve and Tapping Valve (F&I)	1	EA	$15,000.00	$15,000.00
21	24-inch x 12-inch Tapping Sleeve and Tapping Valve (F&I)	1	EA	$15,000.00	$15,000.00

22	Automatic Air/Vacuum Release Valve Assembly (F&I)	7	EA	$5,000.00	$35,000.00
23	Grading	1	LS	$25,000.00	$25,000.00
24	Wetwell Top Slab Replacement	1	LS	$30,000.00	$30,000.00
25	Field Locates at Point of Connections	2	EA	$5,000.00	$10,000.00
26	Clearing and Tree Removal	30	EA	$300.00	$9,000.00
27	Tree Replacement	30	EA	$1,000.00	$30,000.00
	Total				**$1,413,267.00**

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 Boxes	LS	1	$10,000.00	$10,000.00
Steel Plates	LS	1	$5,000.00	$5,000.00

TOTAL $ 15,000.00

David Cacique
Representative Name

Cacique Utilities
Bidder Name

David Cacique
Representative Signature

03/10/2025
Date

EXHIBIT D

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR: Cacique Utilities

Signature: David Cacique

Printed Name: David Cacique

Title: Project Executive

Date: 03/06/2026

Affix Corporate Seal (if applicable)

CACIQUE UTILITIES LIMITED LIABILITY SEAL FLORIDA COMPANY

STATE OF Florida

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6th day of March, 2026, by David Cacique.

(name of person making statement)

Notary Public State of Florida
Lisa Valencia
My Commission HH 682754
Expires 6/19/2029

Lisa Valencia

Signature of Notary Public

Lisa Valencia

Print/Type/Stamp Commissioned Name of Notary Public

X 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 E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR PAYMENT

Contract for:_____Payment Application No.: _____

County Contract No.:_____CIP No.: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by County	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

1. ORIGINAL CONTACT SUM ……. $ _____
2. NET CHANGE BY CHANGE ORDER …… $ _____
3. CONTACT SUM TO DATE *(Line 1 & Line 2)* ……. $ _____
4. TOTAL COMPLETED AND STORED TO DATE…….. $ _____
5. RETAINAGE:
   - *(a)* _____*% of Completed Work*.....*$* _____
   - *(b)* _____*% of Stored Material* .....*$* _____
   - *Total Retainage (Lines 5a + 5b, or Total in Column 1)* ……... *$* _____
6. TOTAL EARNED LESS RETAINAGE ……. $ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ……. $ _____
   (Line 6 from Prior Payment Application)
8. CURRENT PAYMENT DUE.....$ _____
9. BALANCE TO FINISH INCLUDING RETAINAGE *(Line 3 minus Line 6)*……. $ _____

The undersigned Contractor certifies that (1) all previous payments for Work performed have been applied to discharge in full all obligations on the Contractor incurred in connection with Work covered by prior payment applications (1 through __) under this Agreement; (2) all Materials and Equipment incorporated in the project are free and clear of liens, security interests and encumbrances; (3) all previous payments have been applied to pay in full, minus retainage, all amounts owed to its subcontractors and suppliers; (4) all information provided is true and accurate.

CONTRACTOR:_____ DATE: _____

By:_____(Print) _____(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization, this _____ day of_____, 20___, by_____.(name of person making statement)

_____ _____
Signature of Notary Public – State of Florida Print/Type/Stamp Commissioned Name of Notary Public

_____Personally Known OR_____Produced Identification Identification Type: _____

COUNTY: In accordance with the Contract Documents, the undersigned recommend payment as presented.

Engineer:_____ Date: _____

Project Manager:_____ Date: _____

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	TOTAL COMPLETED	%	BALANCE	RETAINAGE
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED NOT IN D OR E	AND STORED TO DATE (D+E+F)	(G / C)	TO FINISH (C - G)	(IF VARIABLE RATE)
	GRAND TOTALS										

EXHIBIT E

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER

CONSTRUCTION PROJECTS

CONTRACTOR:_____ Date: _____

Contract No.:_____ Project Name: _____

Change Order No.:_____ Work Order No.: (if applicable) _____

Original Contract / Work Order Amount: $ _____

Amount prior to this Change Order, if different: $_____

Change Order Amount: ☐ Increase ☐ Decrease ☐ No Change $_____

Revised Contract / Work Order Amount including this Change Order: $ _____

Change Order Time: ☐ Increase ☐ Decrease ☐ No Change _____Days

Date of Substantial Completion through this Change Order: _____

Date of Final Completion through this Change Order: _____

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between the County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor will waive all rights to file a contract claim of any nature on this Change Order. Execution of this Change Order constitutes Contractor's acceptance and satisfaction that it is entitled to no more costs or time, direct, indirect, impact, etc., pursuant to this Change Order.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order_____does or_____does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

	County Project Manager:	**Architect / Engineer of Record:**	**Contractor:**
Name:	_____	_____	_____
Address:	_____	_____	_____
	_____	_____	_____
Sign:	_____	_____	_____
Date:	_____	_____	_____

PURCHASING AND CONTRACTS DIVISION:

Signature: _____ Date _____

Procurement Administrator

As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: _____ WITNESS: _____

☐ For Board approved Items: Meeting Date:_____ Item # _____

EXHIBIT E

Seminole County Board of County Commissioners

SHOP DRAWING SUBMITTALS

Date:_____ Submittal #: _____

ENGINEER OF RECORD:

_____

_____

_____

CONTRACTOR:

_____

_____

_____

Attention: _____
Project Manager

Project Name: _____

Contract No.:_____CIP#_____ Contractor: _____

Item No.	Copies	Description	Previous Submission No.	Specification Section(s)	Plan Sheet No.

Contractor's Authorized Representative: _____

TO BE COMPLETED BY ENGINEER OF RECORD:

Item No.	Copies	Resubmit		Comments
		Yes	No	

Engineer of Record:_____ Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED FIELD CHANGE (AFC)

FIELD ORDER NO.:	
AGREEMENT TITLE:	
CONTRACT NO.:	
CIP #:	
CONTRACTOR:	
ARCHITECT/ENGINEER:	
AGREEMENT DATE:	
CONTRACT DAY:	**_____OF _____**
Note: An AFC is not an instrument that amends the Contract Documents. This AFC issued by ENGINEER to CONTRACTOR authorizes minor variations in the Work and not a change in the Work. An AFC does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time. FINAL AS-BUILT PLANS WILL REFLECT AFC.	

I. Minor Variations Authorized:	
II. Justification	
III. Acknowledgements: Mutually agreed to by the CONTRACTOR and the COUNTY.	
This AFC authorized by: Includes_____attachments:	_____ **ARCHITECT/ENGINEER** **By:** _____ **Date:** _____
Receipt of this AFC: **Acknowledged By:**	_____ **CONTRACTOR** **By:** _____ **Date:** _____

Seminole County Board of County Commissioners

CERTIFICATE OF SUBSTANTIAL COMPLETION

Construction Projects

Contractor:_____ Date: _____

Contract No.:_____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To:_____(Print)
Architect/Engineer of Record

To: _____(Print)
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

_____
Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within_____calendar days of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents, including "As-Built" drawings.

Executed by ARCHITECT/ENGINEER on the_____day of_____, 20____

ARCHITECT/ENGINEER:

_____
Print Name

_____
Signature

Accepted by CONTRACTOR on the_____day of_____, 20____

CONTRACTOR:

_____
Print Name

_____
Signature

Executed by County's PROJECT MANAGER on the_____day of_____, 20____

PROJECT MANAGER:

_____
Print Name

_____
Signature

Seminole County Board of County Commissioners

CERTIFICATE OF FINAL COMPLETION

Construction Projects

Contractor:_____ Date: _____

Contract No.:_____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Final Completion applies to all work under the Contract Documents.

To: _____(Print)
Architect/Engineer of Record

To: _____(Print)
Contractor

To: Seminole County Board of County Commissioners or Designee

The Work to which this Certificate applies has been inspected on_____(date) by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be finally completed in accordance with the Contract Documents on:

_____
Date of Final Completion

This Final Completion Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ARCHITECT/ENGINEER on the_____day of_____, 20____

ARCHITECT/ENGINEER:

_____
Print Name

_____
Signature

Accepted by CONTRACTOR on the_____day of_____, 20____

CONTRACTOR:

_____
Print Name

_____
Signature

Accepted by SEMINOLE COUNTY on the_____day of_____, 20____

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

_____

_____
Procurement Administrator

As authorized by Section 3.554, Seminole County Administrative Code

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S RELEASE

This Release must be submitted simultaneously with the Contractor's request for Final Payment and Subcontractor Affidavits.

Agreement Title:_____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor:_____ CIP No.:_____

BEFORE ME, the undersigned authority in said County and State, appeared _____ _____(Name of Affiant) who, being duly sworn and personally know to me, deposes and says that he/she is_____(Title of Affiant) of _____ _____(Full Legal Company Name), a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on _____ _____(Agreement Title), located in Seminole County, Florida, dated the day of _____, 20_, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Architect/Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement.

Affiant further says that the final estimate in the amount of $_____which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of $_____will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

_____
Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this __ day of_____, 20____, by_____.
(Name of Affiant)

_____
Signature of Notary Public – State of Florida

_____
Print, Type, Stamp Commissioned Name of Notary Public

_____Personally Known OR _____Produced Identification

Type of Identification Produced: _____

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S WAIVER OF LIEN (Partial)

Copy of Waiver to be submitted with Each Pay Request

Agreement Title:_____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

CIP No.:_____

From: _____
Full Legal Name of Contractor

To: Seminole County Board of County Commissioners

Pursuant to the Contract, identified above, entered into on the_____day of_____, 20____, between the Contractor and Seminole County for the following project:_____.

CONTRACTOR CERTIFIES THAT:

1. All Work covered by Application For Payment No:_____has been performed in accordance with the terms of the Contract Documents;
2. The materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the County on account of Work performed;
3. All Material and Equipment obligations of the Contractor have been paid from previous payments received from the County on account of Work performed; and
4. All just and lawful claims of the Contractor arising out of the performance of the Work covered by this Application for Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this_____day of_____, 20____.

Witness: _____ _____
Signature – Contractor's Representative

Witness: _____ _____
Printed Name & Title

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

Type of Identification Produced: _____

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

SUB-CONTRACTOR'S WAIVER OF LIEN (Partial)

Copy of Waiver to be submitted with Each Pay Request

Agreement Title:_____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

CIP No.:_____

From:_____
Full Legal Name of Sub-Contractor

To: Seminole County Board of County Commissioners

Pursuant to the Contract, identified above, entered into on the_____day of_____, 20___, between the Contractor and Seminole County for the following project:_____.

SUB-CONTRACTOR CERTIFIES THAT:

1. The materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the County on account of Work performed;
2. All Material and Equipment obligations of the Contractor have been paid from previous payments received from the County on account of Work performed; and
3. All just and lawful claims of the Contractor arising out of the performance of the Work covered by this Application for Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this_____day of_____, 20___.

Witness: _____ _____
Signature – Sub-Contractor's Representative

Witness: _____ _____
Printed Name & Title

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

Type of Identification Produced: _____

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Waiver to be submitted with Final Pay Request

Agreement Title:_____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor:_____ CIP No.:_____

_____(Affiant), being duly sworn according to law, deposes and states that he/she is the_____(Title) of_____(Full Legal Name of Contractor), Contractor in a Contract entered into between the Contractor and Seminole County for the _____(Agreement Title) and that he is authorized to and does make this affidavit on behalf of the Contractor.

THE AFFIANT FURTHER DEPOSES AND STATES THAT:

1. All Work has been performed in accordance with the terms of the Contract Documents, the Contractor alone has made all subcontracts, and the Contractor and his subcontractors have purchased all materials and fixtures and employed all labor in the performance of the Work.
2. All laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished any one or all of the following: services, labor, fixtures, or materials have been satisfied and paid in full for the Work performed, and for materials, fixtures, and/or services supplied, and that the Contractor is not indebted to any person or firm in connection with the Work in any amount whatsoever.
3. There are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the County or the Contractor.
4. All Bonds and Insurance policies required by the Contract are presently in effect and shall not be permitted to expire within the time periods stated in the Contract Documents.
5. This affidavit is made for the purpose of inducing the County to make Final Payment, and acceptance of such Final Payment by the Contractor shall release the County from any further liability under the Contract Documents.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this____day of_____, 20_.

Witness: _____ _____
Signature – Contractor's Representative

Witness: _____ _____
Printed Name & Title

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

Type of Identification Produced: _____

EXHIBIT E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

SUB-CONTRACTOR'S WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

Copy of Waiver to be submitted with Contractor's Final Pay Request

Agreement Title:_____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor:_____ CIP No.:_____

State of:_____ County of: _____

_____(Affiant), being duly sworn according to law, deposes and states that he/she is the _____(Title) of_____(Full Legal Name of Subcontractor), Subcontractor/Vendor/Lienor to the above Contractor under Contract with Seminole County for the _____ _____(Agreement Title) and that he is authorized to and does make this affidavit on behalf of the Subcontractor.

The undersigned, in consideration of the final payment in the amount of $_____, hereby waives its lien and right to claim a lien for labor, services, or materials furnished to_____(Contractor) on the above listed project to the following described property:

Property Address: _____

Tax Parcel Number: _____

Legal Description: _____

_____

_____

IN WITNESS WHEREOF, the undersigned has signed this instrument this _____day of _____ _____, 20___.

_____ _____
Signature of Subcontractor's Representative 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 E

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT OF SURETY TO FINAL PAYMENT

Agreement Title:_____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor:_____ CIP No.:_____

We,_____(Name of Surety), having heretofore executed Performance and Payment Bonds for the above named Contractor covering the Project referenced above in the sum of _____ _____Dollars ($_____) hereby agree that the County may make full payment of the final estimate, including the retained percentage, to said Contractor. The Surety concurs that full payment to the Contractor is appropriate and the Surety expressly releases the County from all liability to Surety resulting from full payment to the Contractor.

It is fully understood that the granting of the right to the County to make payment of the final estimate to the Contractor and/or his assigns shall in no way relieve this Surety of its obligations under its bonds as set forth in the Contract Documents and Bonds pertaining to the above referenced Project. By execution of this Consent, Surety specifically acknowledges that, in the event it is discovered that the Contractor has failed to pay any subcontractors under this Project, the Surety will make such payments as are due, either in whole or in part, and hold the County harmless therefrom.

IN WITNESS WHEREOF,_____(Name of Surety) has caused this instrument to be executed on behalf of its_____and its duly authorized attorney-in-fact, and its corporate seal shall be affixed, on this_____day of_____, 20_.

_____ _____
Signature – Surety's Representative Signature – Attorney-in-Fact
*Power of Attorney must be attached if signed by Attorney-in-Fact

_____
Printed Name & Title

STATE OF FLORIDA
COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, on this_____day of_____, 20____, by_____(Name of Affiant), who is personally known to me or who has produced_____as identification.

_____
Signature of Notary Public – State of Florida

_____
Printed/Typed/Stamped Commissioned Name of Notary Public

_____
Title or Rank

_____
Serial Number (if any)

EXHIBIT F

Agreement Name: Lockwood Blvd Force Main and Reclaim Water Main Construction

Agreement Number: CC-7045-26/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-7045-26/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 6th day of March, 2026.

Cacique Utilities
Consultant Name

By: David Cacique
Print/Type Name: David Cacique
Title: Project Executive

STATE OF Florida

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR □ online notarization, this 6th day of March, 2026, by David Cacique (Full Name of Affiant).

Notary Public State of Florida
Lisa Valencia
My Commission HH 682754
Expires 6/19/2029

Lisa Valencia
Print/Type Name Lisa Valencia
Notary Public in and for the County
and State Aforementioned
My commission expires: 06/19/2029

E-Verify Affidavit
Revised 5/19/2021

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # CC-7045-26/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 Cacique Utilities ("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

04/28/2026
Date

David Cacique/President
Print Name, Title

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ⬓ physical presence or ☐ online notarization, this 28th day of April, 2026, by David Cacique, as President, on behalf of the Nongovernmental Entity. They ⬓ are personally known to me or ☐ have produced as identification.

Notary Public State of Florida
Lisa Valencia
My Commission HH 682754
Expires 6/19/2029

Notary Public Signature
Print, Type or Stamp Name of Notary: Lisa Valencia
My commission expires: 06/19/2029

File Number: 2026-0427

Title:

Award RFP-5044-25 Public Relations, Advertising, Marketing, and Multimedia Services to Global-5, Inc., Curley & Pynn Public Relations Management, Inc., Evok Advertising & Design, Inc., Consensus Communications, Inc., and Quest Corporation of America, Inc.; approve a Resolution implementing Budget Amendment Request (BAR) #26-031 in the General Fund to transfer $100,000 from reserves, and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Stephen Koontz, Assistant County Manager)** Requesting Department - Communications

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Liduvina Torres/407-665-7117

Background:

RFP-5044-26 establishes a pool of pre-qualified firms to provide on-call, as-needed public relations, marketing, and communications services. Services may include strategic communications planning, community outreach, social media management, media relations, and key messaging development to support high-level government communications, including proactive messaging, sensitive issue response, community education, and public engagement initiatives.

All work will be issued through written task authorizations and purchase orders; no work is guaranteed, and services will be utilized only as needed and as funding allows.

The project was publicly advertised, and the County received twenty-one (21) responses listed alphabetically below, one (1) of which was determined to be non-responsive.

- Allure Global Events LLC

- Alpha Omega Group Logistics LLC
- Applied Research Associates, Inc.
- CB Content Creation LLC
- Clarion Communications Group LLC
- Consensus Communications, Inc.
- Curley & Pynn Public Relations Management, Inc.
- Digital Sargeant, LLC
- Evok Advertising & Design, Inc.
- GBGM Consulting, LLC
- Global-5, Inc.
- KBC Business and Marketing Solutions, LLC
- Maris, West & Baker, Inc.
- MDG Productions Inc
- Media Relations Group, LLC
- Moburst US Inc.
- Quest Corporation of America, Inc.
- Raftelis Financial Consultants, Inc.
- Strategic Digital Services LLC
- TBL Media and Entertainment LLC dba Anaries LLC
- Trueba Media LLC

The Evaluation Committee consisting of Chris Patton, Director Of Communications; Stephen Koontz, Assistant County Manager; and Andrea Wontor, Public Information Division Manager evaluated the responses considering qualifications, experience, project approach, understanding, and similar project experience.

The Evaluation Committee recommends award for this project to the five (5) top-ranked firms.

1. Global-5, Inc.

2. Curley & Pynn Public Relations Management, Inc.
3. Evok Advertising & Design, Inc.
4. Consensus Communications, Inc.
5. Quest Corporation of America, Inc.

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.

Attached to this agenda is Budget Amendment Request #26-031 which transfers $100,000 from General Fund reserves to the Office of Communications to fund the contract for encumbrance. General Fund Reserves are currently budgeted at $78.4 million. The budget is appropriated in account business unit #02601005.

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

Requested Action:

Staff requests that the Board award RFP-5044-25 Public Relations, Advertising, Marketing, and Multimedia Services to the five (5) top-ranked firms; approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-031 in the General Fund to transfer $100,000 from reserves and authorize the Purchasing and Contracts Division to execute the Agreement.

TABULATION OF PROPOSALS RECEIVED

RFP-5044-25 Public Relations, Advertising, Marketing, and Multimedia Services

Meeting Date: April 17, 2026 at 2:00 pm

Location: 1101 E. First St. Sanford FL 32771 Conf. Room, 1272

Vendor	**Location**	Total Bid Price	Total Average Rank
Global-5, Inc.	Longwood, FL	$565.00	**1**
Curley & Pynn Public Relations Management, Inc.	Orlando, FL	$1,265.00	**3.33**
Evok Advertising & Design, Inc.	Lake Mary, FL	$875.00	**3.67**
Consensus Communications, Inc.	Orlando, FL	$1,530.00	**4.33**
Quest Corporation of America, Inc.	Land O Lakes, FL	$875.00	**4.5**
Applied Research Associates, Inc.	Panama City, FL	$1,041.90	6.5
Maris, West & Baker, Inc.	Jackson, MS	$630.00	7.17
Media Relations Group, LLC	Maitland, FL	$805.18	7.67
Raftelis Financial Consultants, Inc.	Maitland, FL	$1,750.00	9.17
Clarion Communications Group LLC	Clearwater, FL	$800.00	9.83
Strategic Digital Services LLC	Tallahassee, FL	$770.00	10.5
Allure Global Events LLC	Orlando, FL	$578.00	12.33
GBGM Consulting, LLC	Orlando, FL	$1,200.00	14.17
CB Content Creation LLC	Parrish, FL	$955.00	15.33
KBC Business and Marketing Solutions, LLC	Hudson, FL	$1,225.00	15.83
Trueba Media LLC	Miami, FL	$835.00	16
Digital Sargeant, LLC	Clermont, FL	$1,575.00	16.33
TBL Media and Entertainment LLC dba Anaries LLC	Orlando, FL	$935.00	16.5
MDG Productions Inc	Addison, TX	$1,200.00	17.83
Alpha Omega Group Logistics LLC	Kissimmee, FL	$934.00	18

Evaluation Meeting: April 17, 2026 at 2:00 PM at 1101 E. First St. Sanford FL 32771 Conf. Room, 1272. (This meeting is open to the public for **observation only**.)

Recommendation and Notice of Intent to Award to: Global-5, Inc., Curley & Pynn Public Relations Management, Inc., Evok Advertising & Design, Inc., Consensus Communications, Inc., and Quest Corporation of America, Inc. Determination of the awarded firm(s) was made based on the total average ranking of each firm.

BOCC Meeting Date: June 9, 2025 - Request to approve ranking and award an agreement to the top-ranked firms.

1. Global-5, Inc.
2. Curley & Pynn Public Relations Management, Inc.
3. Evok Advertising & Design, Inc.
4. Consensus Communications, Inc.
5. Quest Corporation of America, Inc.

Posted By: Liduvina Torres, Sr. Procurement Analyst.

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

EVALUATION FINAL RANKING

RFP-5044-25 Public Relations, Advertising, Marketing, and Multimedia Services
Meeting Date: April 17, 2026 at 2:00 pm
Location: 1101 E. First St. Sanford FL 32771 Conf. Room, 1272

AGGREGATE SCORES SUMMARY

Vendor	Stephen Koontz	Chris Patton	Andrea Wontor	Total Score (Max Score 100)	Total Average Rank
Global-5, Inc.	100	96	96	97.33	**1**
Curley & Pynn Public Relations Management, Inc.	92	90	87	89.67	**3.33**
Evok Advertising & Design, Inc.	93	87	84	88	**3.67**
Consensus Communications, Inc.	93	86	82	87	**4.33**
Quest Corporation of America, Inc.	88	88	88	88	**4.5**
Applied Research Associates, Inc.	93	78	71	80.67	6.5
Maris, West & Baker, Inc.	88	83	73	81.33	7.17
Media Relations Group, LLC	91	76	77	81.33	7.67
Raftelis Financial Consultants, Inc.	87	82	68	79	9.17
Clarion Communications Group LLC	84	78	69	77	9.83

Strategic Digital Services LLC	87	77	63	75.67	10.5
Allure Global Events LLC	89	54	58	67	12.33
GBGM Consulting, LLC	60	68	59	62.33	14.17
CB Content Creation LLC	49	59	60	56	15.33
KBC Business and Marketing Solutions, LLC	60	54	58	57.33	15.83
Trueba Media LLC	72	53	56	60.33	16
Digital Sargeant, LLC	54	60	53	55.67	16.33
TBL Media and Entertainment LLC dba Anaries LLC	76	51	50	59	16.5
MDG Productions Inc	65	47	50	54	17.83
Alpha Omega Group Logistics LLC	73	30	34	45.67	18

We approve of the above-stated ranking for award to the top five (5) ranked firms.

Stephen Koontz

Chris Patton

Andrea Wontor

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

EVALUATION TABULATION

RFP No. RFP-5044-26/LTT

Public Relations, Advertising, Marketing, and Multimedia Services

RESPONSE DEADLINE: March 11, 2026 at 2:00 pm

Report Generated: Wednesday, May 6, 2026

EVALUATORS

Name	Title	Agreement Accepted On
Stephen Koontz	Deputy Director	Mar 19, 2026 3:44 PM
Chris Patton	Director of Communications	Apr 8, 2026 3:12 PM
Andrea Wontor	Public Information Division Manager	Apr 8, 2026 3:18 PM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications and Experience	Points Based	40 *(40% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Project Approach/Understanding	Points Based	25 *(25% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Similar Project Experience	Points Based	25 *(25% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Pricing Proposal	Points Based	10 *(10% of Total)*

AGGREGATE SCORES SUMMARY

Vendor	Stephen Koontz	Chris Patton	Andrea Wontor	Total Score (Max Score 100)	Total Average Rank
Global-5, Inc.	100 (1)	96 (1)	96 (1)	**97.33**	**1**
Curley & Pynn	92 (5)	90 (2)	87 (3)	**89.67**	**3.33**
evok advertising	93 (3)	87 (4)	84 (4)	**88**	**3.67**
Quest Corporation of America, Inc.	88 (8.5)	88 (3)	88 (2)	**88**	**4.5**
Consensus Communications	93 (3)	86 (5)	82 (5)	**87**	**4.33**
Maris, West & Baker, Inc.	88 (8.5)	83 (6)	73 (7)	**81.33**	**7.17**
Media Relations Group, LLC	91 (6)	76 (11)	77 (6)	**81.33**	**7.67**
Applied Research Associates, Inc.	93 (3)	78 (8.5)	71 (8)	**80.67**	**6.5**
Raftelis Financial Consultants, Inc.	87 (10.5)	82 (7)	68 (10)	**79**	**9.17**
Clarion Communications Group LLC	84 (12)	78 (8.5)	69 (9)	**77**	**9.83**
Strategic Digital Services	87 (10.5)	77 (10)	63 (11)	**75.67**	**10.5**
Allure Global Events	89 (7)	54 (15.5)	58 (14.5)	**67**	**12.33**
GBGM Consulting, LLC.	60 (17.5)	68 (12)	59 (13)	**62.33**	**14.17**
Trueba Media LLC	72 (15)	53 (17)	56 (16)	**60.33**	**16**
Anaries LLC	76 (13)	51 (18)	50 (18.5)	**59**	**16.5**
KBC Business and Marketing Solutions, LLC	60 (17.5)	54 (15.5)	58 (14.5)	**57.33**	**15.83**

Vendor	Stephen Koontz	Chris Patton	Andrea Wontor	Total Score (Max Score 100)	Total Average Rank
CB Content Creation LLC	49 (20)	59 (14)	60 (12)	**56**	**15.33**
Digital Sargeant	54 (19)	60 (13)	53 (17)	**55.67**	**16.33**
MDG Productions Inc	65 (16)	47 (19)	50 (18.5)	**54**	**17.83**
Alpha Omega Group Logistics LLC	73 (14)	30 (20)	34 (20)	**45.67**	**18**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications and Experience Points Based 40 Points (40%)	Project Approach/Understanding Points Based 25 Points (25%)	Similar Project Experience Points Based 25 Points (25%)	Pricing Proposal Points Based 10 Points (10%)	Total Score (Max Score 100)
Global-5, Inc.	38.7	24.3	24.3	10	**97.33**
Curley & Pynn	38	23.7	24	4	**89.67**
evok advertising	35.7	23	23.3	6	**88**
Quest Corporation of America, Inc.	36.3	22	23.7	6	**88**
Consensus Communications	36.3	23.3	23.3	4	**87**
Maris, West & Baker, Inc.	32.7	20.7	19	9	**81.33**
Media Relations Group, LLC	33	20.7	20.7	7	**81.33**
Applied Research Associates, Inc.	33.3	20.7	21.7	5	**80.67**
Raftelis Financial Consultants, Inc.	34.7	22.7	18.7	3	**79**

Vendor	Qualifications and Experience Points Based 40 Points (40%)	Project Approach/Understanding Points Based 25 Points (25%)	Similar Project Experience Points Based 25 Points (25%)	Pricing Proposal Points Based 10 Points (10%)	Total Score (Max Score 100)
Clarion Communications Group LLC	30.7	21	18.3	7	**77**
Strategic Digital Services	30	19.7	19	7	**75.67**
Allure Global Events	24.3	17.7	15	10	**67**
GBGM Consulting, LLC.	24.3	16.7	16.3	5	**62.33**
Trueba Media LLC	22	16.7	14.7	7	**60.33**
Anaries LLC	22.7	16.3	14	6	**59**
KBC Business and Marketing Solutions, LLC	21	15.7	15.7	5	**57.33**
CB Content Creation LLC	20	16.7	13.3	6	**56**
Digital Sargeant	22.3	16	13.3	4	**55.67**
MDG Productions Inc	19	16.3	13.7	5	**54**
Alpha Omega Group Logistics LLC	17.3	12.7	9.7	6	**45.67**

INDIVIDUAL PROPOSAL SCORES

Allure Global Events

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 35

Demonstrates strong organizational structure, experienced leadership, and defined roles. Small firm with reliance on subcontractors.

Chris Patton: 18

Newly established firm with limited demonstrated experience in local government communications. Organizational depth appears minimal, and there is limited evidence of experience engaging with diverse communities such as those in Seminole County. The firm does demonstrate strong experience in international marketing, though this does not fully align with the County's needs.

Andrea Wontor: 20

Emerging firm with some relevant capabilities but limited track record in public sector work.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 24

Shows good understanding of task-authorization model, scope requirements, public-sector workflows, and reporting needs.

Chris Patton: 14

Demonstrates a basic understanding of communications services but lacks depth in public sector strategy. Shows strong creativity, particularly in tradeshow marketing; however, this experience does not align with the County's anticipated needs.

Andrea Wontor: 15

General awareness of communications needs but lacks specificity to County operations.

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

Stephen Koontz: 20

Two of the three major examples are international/government-trade environments, not U.S. local government PR/communications.

Chris Patton: 12

Limited evidence of comparable County government or large-scale communications projects. Submission does not demonstrate experience in issues management or crisis communications, which are critical components of the County's needs.

Andrea Wontor: 13

Experience is not very relevant to local government communications.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 10

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 10

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 10

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Alpha Omega Group Logistics LLC

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 30

The references provided are mostly consulting, leadership development, operational, and administrative projects, not communications-specific projects.

Chris Patton: 10

Emerging firm with some relevant capabilities but a limited track record in public sector work. While the submission reflects a general understanding of local government public information, it provides limited insight into how the firm approaches and strategizes complex communications issues.

Andrea Wontor: 12

Limited relevance o requested services with minimal communications background.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 22

States clear capabilities across all seven scope categories, including strategic planning, community outreach, reporting, and content development.

Chris Patton: 8

Limited understanding of the scope and requirements. Greater detail on how and when communication solutions are deployed would be helpful in assessing how the firm would effectively partner with the County.

Andrea Wontor: 8

Approach lacks clarity and alignment with communications objectives. Little to no details given.

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

Stephen Koontz: 15

None of the project listed are directly comparable to PR, advertising, communications, or media work.

Chris Patton: 6

Minimal relevant experience provided, with little to no explanation of the strategies deployed or the communications principles applied to achieve measurable results for clients.

Andrea Wontor: 8

Insufficient evidence of comparable work.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Anaries LLC

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 34

Strong multi media production

Chris Patton: 16

Small firm with limited organizational depth but some demonstrated creative capabilities. Inclusion of measurable results on complex communications issues would help the County better understand how the firm could deliver value to taxpayers.

Andrea Wontor: 18

Limited organizational capacity. No real experience in communications shown beyond video production.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 21

Lacking strategic communication planning and media strategy

Chris Patton: 15

Demonstrates a basic understanding of content development but limited strategic focus. Greater emphasis on research and planning is needed, as these are critical components of effective communications prior to implementation.

Andrea Wontor: 13

Competency in media production with limited strategic planning.

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

Stephen Koontz: 15

Lacking local government experience

Chris Patton: 14

Some relevant work is demonstrated, though not at the scale of County-level initiatives. Limited experience engaging diverse audiences, such as those in Seminole County communities, with clearly defined goals and measurable outcomes.

Andrea Wontor: 13

Moderate experience but not in line with full scope of work required.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Applied Research Associates, Inc.

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 39

Large qualified team with extensive experience with federal, state, and local agencies

Chris Patton: 32

Strong organization with deep technical expertise; however, the firm's experience appears more focused on statewide technical initiatives than on engagement with local communities.

Andrea Wontor: 29

Capable firm with strong analytical background. Experience more on statewide than very local experience.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 24

Well rounded and aligned project approach

Chris Patton: 21

Demonstrates a structured and analytical approach, though less focused on issue management and grassroots public information strategies.

Andrea Wontor: 17

Less tailored to communications

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

Stephen Koontz: 25

Relevant government focused examples

Chris Patton: 20

Relevant experience supporting large-scale projects, particularly in technical and analytical environments

Andrea Wontor: 20

Demonstrates transferable experience.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 5

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 5

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 5

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

CB Content Creation LLC

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 18

Small team and limited demonstration of qualifications

Chris Patton: 20

Small firm with demonstrated content development expertise but limited organizational scale. Submission provides minimal detail on communications plan development, including the research and planning necessary to achieve stated goals with measurable outcomes.

Andrea Wontor: 22

Content development skills but little detail on qualifications or size of team. Minimal detail on communications plan.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 15

High level project approach that does not demonstrate an understanding County government communications

Chris Patton: 18

Demonstrates a strong focus on tactical execution; however, there is limited experience in issue management within a local government context and in developing message strategies for diverse community audiences.

Andrea Wontor: 17

More content and digital focused than anything.

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

Stephen Koontz: 10

No local government experience

Chris Patton: 15

Limited experience, primarily on smaller, business-focused marketing projects rather than community-based public information initiatives.

Andrea Wontor: 15

Lacks government experience.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Clarion Communications Group LLC

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 35

Strong individual experience, new firm

Chris Patton: 30

Solid communications firm with relevant experience; however, there is a lack of demonstrated experience in developing community-based messaging for diverse audiences.

Andrea Wontor: 27

Young firm just starting, relevant comms background but not much client experience.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 22

Understanding of government communications environment including planning, message development, crisis response

Chris Patton: 22

Strong understanding of communications strategy.

Andrea Wontor: 19

Understanding of what we are lookin for, thoughtful.

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

Stephen Koontz: 20

Experience with large institutions, no demonstrated local experience

Chris Patton: 19

Demonstrates applicable experience; however, there is limited evidence of public information work in local communities addressing complex issues.

Andrea Wontor: 16

Previous work in past roles in government but nothing similar to local grassroots county

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Consensus Communications

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 39

Highly qualified and skilled team with regional experience, strong capabilities in crisis communications

Chris Patton: 36

Demonstrates extensive experience providing strategic communications counsel to government entities, including counties and regional organizations. Their long-standing presence in Florida and familiarity with complex public-sector environments position them well to deliver effective, responsive communications support.

Andrea Wontor: 34

Demonstrates strong communications capabilities. Smaller team but relevant work.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 25

Well-rounded approach with a clear understanding of what is required

Chris Patton: 23

Presents a comprehensive and well-structured approach that aligns closely with County operations and expectations. The proposed methodology emphasizes research-driven planning, clear messaging frameworks, proactive media engagement, and disciplined execution. Their process demonstrates a strong understanding of public-sector communications, including the need for accuracy, transparency, and coordination across departments.

Andrea Wontor: 22

Strategic and well developed approach.

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

Stephen Koontz: 25

Clear local government experience including within Seminole County

Chris Patton: 23

Provides highly relevant experience supporting county governments and public agencies in both ongoing communications and crisis situations. Notable examples include crisis communications support for Osceola County and strategic communications for Orlando Sanford International Airport, demonstrating the firm's ability to manage sensitive issues, media relations, and stakeholder messaging in complex environments.

Andrea Wontor: 22

Consistent experience across projects, worked on Penny Sales Tax campaign via Voters for a Better Seminole County

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 4

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 4

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 4

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Curley & Pynn

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 39

Strong team with a lot of regional experience

Chris Patton: 38

Highly experienced firm with a strong reputation and decades of work supporting public-sector and community-focused clients. Demonstrates deep expertise in strategic communications, stakeholder engagement, and integrated marketing, with a senior-led team and strong Central Florida presence.

Andrea Wontor: 37

Established leader in communications with well known agency name. Strong team of strategists.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 24

Clear understanding of Seminole County including tourism and economic development

Chris Patton: 24

Comprehensive and strategic approach that emphasizes research, message discipline, and integration across paid, earned, shared, and owned channels. Clearly aligns with County priorities and reflects a strong understanding of communicating complex issues to diverse audiences.

Andrea Wontor: 23

Strong and well rounded approach. Skills translate to several potential needs.

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

Stephen Koontz: 25

Similar project experience with Local agencies

Chris Patton: 24

Extensive and relevant portfolio, including local government, tourism, infrastructure, and crisis communications work. Demonstrates particular strength in integrated marketing campaigns and multi-stakeholder initiatives with measurable results.

Andrea Wontor: 23

Applicable experience.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 4

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 4

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 4

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Digital Sargeant

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 25

lack of experience in public sector

Chris Patton: 22

Small, founder-led firm with a strong digital marketing background. Demonstrates solid technical capabilities, but limited depth in large-scale strategic communications and minimal demonstrated experience with public-sector clients.

Andrea Wontor: 20

Talks about experience in digital media; no examples given of relevant experience other than former law firm

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 15

Approach is high level and lack operational detail

Chris Patton: 18

Clear and structured approach with an emphasis on execution, messaging, and performance tracking. However, the strategy appears relatively high-level and lacks the depth and specificity expected for complex, multi-stakeholder government communications.

Andrea Wontor: 15

No real communications plan discussed, more so content creation

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

Stephen Koontz: 10

No detail on previous projects and no local government or agency experience

Chris Patton: 16

Relevant experience in digital marketing and community engagement, but limited evidence of comparable work with local governments or large public agencies. Portfolio does not fully demonstrate experience with the scale and complexity of County initiatives.

Andrea Wontor: 14

Minimal relevant experience

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 4

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 4

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 4

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

evok advertising

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 38

Large team with government specific experience

Chris Patton: 35

Large, full-service agency with extensive multimedia and creative capabilities. Demonstrates strong depth of experience across multiple disciplines, supported by a well-structured team with clear roles, accountability, and capacity to manage complex initiatives.

Andrea Wontor: 34

Well-established marketing agency. Currently work with on fertilizer campaign. Strength in ad buying.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 24

In depth information on execution model, clear undetstanding

Chris Patton: 23

Presents a thoughtful and results-oriented strategy that integrates multimedia, messaging, and campaign execution. Approach is well-developed and reflects a strong understanding of delivering impactful communications across multiple channels.

Andrea Wontor: 22

Strong execution and planning

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

Stephen Koontz: 25

In depth experience with local and regional government agencies

Chris Patton: 23

Highly relevant and transferable experience supporting local governments and public-sector campaigns. Demonstrates success across a variety of initiatives, with particular strength in multimedia storytelling and large-scale campaign execution.

Andrea Wontor: 22

Relevant experience working with Tourism team as well as on our fertilizer campaign.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

GBGM Consulting, LLC.

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 25

Limited experience in government PR campaigns

Chris Patton: 26

Mid-sized team with a diverse and well-documented background across communications, project management, and digital strategy. Team resumes reflect strong individual experience; however, the firm’s overall portfolio does not demonstrate the same level of depth or consistency in comparable public-sector work.

Andrea Wontor: 22

Adequate experience but limited depth. Not boots on the ground mentality as is most relevant to our needs

Project Approach/Understanding | Points Based | 25 Points (25%)
Stephen Koontz: 15
Approach lacks government understanding
Chris Patton: 19
resents a clear and organized approach with a solid understanding of communications fundamentals. While the strategy is well-defined, it remains somewhat general and would benefit from greater specificity in execution and alignment with complex County operations.
Andrea Wontor: 16
Not highly strategic, not the work we need

Similar Project Experience | Points Based | 25 Points (25%)
Stephen Koontz: 15
Some general government experience
Chris Patton: 18
Demonstrates relevant experience across communications and outreach efforts; however, examples of local government work are limited and lack detailed outcomes or measurable results. Greater emphasis on comparable public-sector projects would strengthen this section.
Andrea Wontor: 16
Moderate experience

Pricing Proposal | Points Based | 10 Points (10%)
Stephen Koontz: 5
Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.
Chris Patton: 5

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 5

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Global-5, Inc.

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 40

Large team with strong qualifications and extensive experience within the region

Chris Patton: 38

Exceptional depth in government communications, supported by a well-structured, in-house team and extensive public-sector experience. Demonstrates a strong understanding of operating within complex governmental environments and delivering consistent, high-quality results.

Andrea Wontor: 38

Industry leader in infrastructure communications. Previous experience working with them on Scout.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 25

Clear understanding of scope

Chris Patton: 24

Highly strategic, comprehensive, and tailored to the County's needs. Approach reflects a clear understanding of large-scale communications efforts, with defined processes for execution, coordination, and performance tracking.

Andrea Wontor: 24

Strong and comprehensive project abilities. Boots on the ground type mentality.

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

Stephen Koontz: 25

Experience with local and regional government agencies

Chris Patton: 24

Directly aligned experience supporting large-scale public-sector initiatives, including transportation, infrastructure, and community outreach campaigns. Demonstrates proven success with measurable outcomes and the ability to execute complex, multi-channel efforts.

Andrea Wontor: 24

Extensive relevant work.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 10

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 10

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 10

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

KBC Business and Marketing Solutions, LLC

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 25

Lacks depth in the team to support County needs

Chris Patton: 18

Small firm with a primary focus on marketing and brand development. Demonstrates solid expertise in brand strategy and performance metrics; however, limited depth in public-sector communications and grassroots public information efforts.

Andrea Wontor: 20

Some marketing experience but limited scale and depth

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 15

Project approach not tailored to government environment

Chris Patton: 16

Shows a general understanding of communications services, with a strong emphasis on brand performance and marketing outcomes. Approach is less tailored to the needs of a large county government, particularly in delivering accurate, timely messaging to specific public audiences.

Andrea Wontor: 16

Basic awareness and understanding.

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

Stephen Koontz: 15

Shows experience with event driven activities, but not agency wide

Chris Patton: 15

Limited comparable experience with local governments or large-scale public-sector initiatives. Portfolio reflects marketing-driven work but lacks demonstrated success in community engagement, public information, or issue-sensitive communications.

Andrea Wontor: 17

Moderate relevance with working with government adjacent partners

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 5

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 5

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 5

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Maris, West & Baker, Inc.

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 35

Qualified staff

Chris Patton: 33

Established firm with strong creative and campaign development capabilities. Demonstrates depth in branding, content production, and large-scale initiatives, though less emphasis on grassroots public engagement and public-sector communications.

Andrea Wontor: 30

Strong marketing and communications background. Not local to area.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 22

Clear understanding and a three-phase approach

Chris Patton: 21

Shows a solid understanding of communications strategy, with strength in identifying target audiences and tailoring messaging. Approach would benefit from greater focus on street-level engagement and direct public information delivery.

Andrea Wontor: 19

Well-developed strategy

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

Stephen Koontz: 22

Good government experience with some in Florida

Chris Patton: 20

Relevant experience across large-scale campaigns, particularly in economic development and tourism. While impressive in scope, portfolio reflects fewer examples of hands-on community engagement or local government public information efforts.

Andrea Wontor: 15

Relevant government experience and portfolio but unable to provide boots on the ground.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 9

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 9

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 9

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

MDG Productions Inc

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 25

Lacked and understanding of staff qualifications

Chris Patton: 15

Production-focused firm with strengths in multimedia development and executive-level communications. Demonstrates capability in high-quality content creation, but limited depth in broader strategic communications and grassroots public information efforts.

Andrea Wontor: 17

Limited scope and comparables provided. Size of team? Not local.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 20

missing operational clarity

Chris Patton: 14

Approach reflects a structured understanding of messaging and executive communications; however, it lacks strategic depth in community engagement and large-scale public information delivery. Greater emphasis on audience-specific outreach and field-level execution would strengthen the approach.

Andrea Wontor: 15

Basic understanding of needs

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

Stephen Koontz: 15

Lacked Florida or regional government experience

Chris Patton: 13

Limited comparable experience with local governments or grassroots public engagement initiatives. Prior work is more heavily weighted toward executive communications, multimedia production, and economic development campaigns rather than broad-based public information efforts.

Andrea Wontor: 13

Little explanation of relevant experience.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 5

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 5

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 5

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Media Relations Group, LLC

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 38

Strong team and credentials

Chris Patton: 31

Solid public relations firm with extensive experience supporting government agencies, particularly on large-scale infrastructure and transportation projects. Demonstrates strong capabilities in media relations, strategic communications, and multilingual outreach.

However, experience appears more concentrated in project-based and infrastructure communications rather than the full range of ongoing community-focused issues typical of a countywide communications program.

Andrea Wontor: 30

Capable PR-focused firm. Local office, able to work directly with.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 23

strong approach detailed processes

Chris Patton: 19

Well-structured and detailed approach with a strong emphasis on media relations, executive communications, and project management. While the firm outlines community outreach strategies, the approach leans heavily toward media-driven tactics and does not fully demonstrate a robust, proactive grassroots engagement strategy tailored to Seminole County's diverse service needs.

Andrea Wontor: 20

Clear and practical approach

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

Stephen Koontz: 23

Strong government experience, transportation oriented

Chris Patton: 19

Provides relevant examples, particularly in transportation and infrastructure-related communications, with demonstrated success in public involvement and stakeholder coordination. However, limited examples of comprehensive, countywide communications programs or sustained community engagement campaigns beyond project-specific initiatives raise questions about scalability to Seminole County's broader needs.

Andrea Wontor: 20

Good alignment with scope. lots of transportation experience.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Quest Corporation of America, Inc.

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 37

Statewide and county level experience

Chris Patton: 36

Highly qualified firm with extensive public involvement and government communications experience. Demonstrates a deep bench of staff and strong capabilities in community outreach, stakeholder engagement, and multilingual communications. While well-rounded, the firm's experience is heavily concentrated in infrastructure and transportation-related initiatives, with comparatively fewer examples of broader, ongoing community-focused communications programs.

Andrea Wontor: 36

Strong experience in infrastructure communications. Project lead has past experience working for Seminole County and understands the team and requirements of the County.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 20

Approach was not very detailed

Chris Patton: 23

Excellent understanding of government operations and alignment with Seminole County's needs. The approach reflects a strong, well-developed "ground game," including on-the-ground outreach, stakeholder coordination, and responsiveness. However, the strategy leans more toward project-based public involvement rather than a fully integrated, countywide communications approach that addresses the full spectrum of County services.

Andrea Wontor: 23

Boots on the ground type mentality which is what we would require to engage with the community.

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

Stephen Koontz: 25

Experience with local government and regional agencies

Chris Patton: 23

Highly relevant experience with numerous examples of successful public involvement and outreach efforts for infrastructure and transportation projects. Demonstrates proven ability to execute complex engagement strategies at scale. Minor limitation in demonstrated experience with comprehensive community initiatives outside of infrastructure-focused efforts.

Andrea Wontor: 23

Consistent relevant experience.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 6

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Raftelis Financial Consultants, Inc.

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 37

Experience and qualified staff

Chris Patton: 35

Strong government consulting firm with extensive experience in strategic communications planning, public affairs, and advising local governments. Team includes senior-level professionals with direct public-sector experience and relevant certifications, supported by a capable content and creative team.

Andrea Wontor: 32

Government experience, more of a consulting firm for various needs and not just communications.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 25

Clear understanding the scope

Chris Patton: 24

Comprehensive, well-defined, and highly strategic approach that aligns closely with County operations. Emphasizes executive counsel, messaging frameworks, and data-driven planning, with clear processes for managing complex and high-profile issues.

Andrea Wontor: 19

Clear understanding of potential needs

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

Stephen Koontz: 22

Strong government experience, not local or regional

Chris Patton: 20

Highly relevant experience supporting local governments, particularly in strategic communications planning, infrastructure projects, and stakeholder engagement. While project examples are strong, the firm's portfolio places greater emphasis on strategy and consulting than on sustained, large-scale grassroots community engagement.

Andrea Wontor: 14

Relevant but more advisory. Not focused on boots on the ground extension of team.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 3

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 3

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 3

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Strategic Digital Services

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 35

Qualified with Florida public sector experience

Chris Patton: 30

Strong digital communications agency with expertise in messaging, social media, and performance analytics. Team demonstrates capability in high-visibility, multi-audience environments, though less focused on traditional government communications operations.

Andrea Wontor: 25

Solid team capabilities, experience more in supervisory roles.

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 22

A robust and applicable approach

Chris Patton: 21

Clear, structured, and data-driven approach emphasizing messaging frameworks, content delivery systems, and performance tracking. Approach is strong digitally, but less tailored to on-the-ground public engagement and local government dynamics.

Andrea Wontor: 16

Focus on content creation and development

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

Stephen Koontz: 23

Public sector projects, State agencies

Chris Patton: 19

Relevant experience in digital communications and brand messaging for major organizations; however, examples are primarily private-sector and not directly focused on local government or public-sector community engagement.

Andrea Wontor: 15

More of state project experience, not local.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Trueba Media LLC

Qualifications and Experience | Points Based | 40 Points (40%)

Stephen Koontz: 30

15 years of experience, limited staffing depth

Chris Patton: 17

Small firm with a limited team structure and capacity. While the firm demonstrates relevant capabilities in communications and multimedia production, overall depth of resources and scalability for large or concurrent County initiatives appears limited.

Andrea Wontor: 19

No mention of team size and availability, limited capacity

Project Approach/Understanding | Points Based | 25 Points (25%)

Stephen Koontz: 20

Not government specific

Chris Patton: 15

Proposal outlines a clear and structured communications methodology; however, the approach is largely generalized and emphasizes execution workflows rather than a tailored, strategic understanding of Seminole County's specific needs and operating environment.

Andrea Wontor: 15

Content focus - videos, digital.

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

Stephen Koontz: 15

No regional municipal or governmental experience

Chris Patton: 14

Experience includes public-facing campaigns and government-adjacent work, particularly in public safety awareness; however, limited direct experience with local government communications programs of similar scale and complexity.

Andrea Wontor: 15

Moderate relevance, no real government experience shown.

Pricing Proposal | Points Based | 10 Points (10%)

Stephen Koontz: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Chris Patton: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

Andrea Wontor: 7

Points awarded using a relative scoring model, where the lowest-priced proposal receives the maximum available points and subsequent bids are scored proportionally.

TERM CONTRACT FOR PUBLIC RELATIONS, ADVERTISING, MARKETING AND MULTIMEDIA SERVICES
(RFP-5044-25/LTT)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **CONSENSUS COMMUNICATIONS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 201 S Orange Ave, Suite 950, Orlando, FL 32801 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 services in public relations, advertising, marketing and multimedia services for Seminole County; and

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

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Office of Communications
1101 E. 1st Street
Sanford, FL 32771

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

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

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

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

Section 9. Termination.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

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

Section 17. Insurance.

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

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

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

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

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

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

(b) General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Workers' Compensation/Employers' Liability.

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Liability.

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

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

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

(4) Professional Liability Insurance.

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

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

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

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

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

Section 18. Dispute Resolution.

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

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For COUNTY:

Seminole County Office of Communications
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONTRACTOR:

Consensus Communications, Inc.
201 S Orange Ave, Suite 9
Orlando, FL 32801

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:

CONSENSUS COMMUNICATIONS, INC.

_____
Witness

By: _____

_____
Print Name

Charles (Tre') W. Evers, III
Print Name

_____
Witness

President
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By: _____
Gladys Marrozos, Procurement Administrator

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

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

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

_____

County Attorney

AFL/sfa
10/28/2025
T:\Users\alanius\Purchasing\12604\RFP-5044-25-LT-Term Contract.docx

Attachments:

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

EXHIBIT A

Scope of Services

2.1 OVERVIEW

The County intends to prequalify a pool of service providers with demonstrated experience supporting high-level government communications, including proactive messaging, sensitive issue response, community education, and public engagement initiatives.

As communication needs arise, task authorizations will be issued to the prequalified pool of service providers, based on scope, availability, and demonstrated expertise relevant to each project.

2.2 GENERAL SERVICES

Service providers may be required to perform services that include, but are not limited to, the following:

A. Strategic Communications Planning

- Develop comprehensive communications strategies for County initiatives, services, and executive priorities.
- Provide strategic counsel and messaging plans for high-profile and sensitive issues, including guidance for elected officials and County leadership.
- Ensure communication strategies align with organizational goals, timelines, and public expectations.

B. Key Messaging Development

- Create messaging frameworks, talking points, FAQs, and response materials to support consistent and effective County communication.
- Tailor messaging by audience, platform, and purpose, ensuring accessibility and clarity across internal and external stakeholders.

C. Social Media Management and Content Creation

- Support County social media channels with original content, platform scheduling, monitoring, and community engagement.
- Enhance multimedia communications through photography, short-form video, reels, animations, and graphics that reflect County branding and tone.
- Increase consistency and reach across social media platforms while maintaining compliance with public record standards.

D. Community Outreach and Event Support

- Assist with planning and executing County-hosted events, open houses, and community engagement efforts.

- Provide on-site communications staffing, materials, and public interface support for high-visibility events and initiatives.

E. Media Relations and Public Engagement

- Draft and distribute press releases, media advisories, feature stories, and guest columns.
- Coordinate proactive outreach with media partners and serve as a liaison for coverage of County priorities.
- Provide media strategy and support for County spokespersons, including interview preparation and message alignment.

F. Graphic Design and Visual Communications

- Design digital and print collateral such as flyers, posters, infographics, newsletters, advertisements, signage, and reports in accordance with County branding standards.
- Collaborate on visual storytelling that supports public education and campaign objectives.

G. Reporting and Performance Tracking

- Monitor, evaluate, and report on the performance of communications strategies, digital campaigns, and outreach efforts.
- Deliver analytics and recommendations to inform future messaging and improve audience engagement.

2.3 MAXIMUM TASK AUTHORIZATION VALUE

No individual Task Authorization shall exceed $100,000.

2.4 TASK AUTHORIZATION WORK PROJECTS LESS THAN OR EQUAL TO $10,000

For projects estimated at or below $10,000, the requesting department may solicit a single proposal from any pre-qualified VENDOR. If the proposal meets the timeline and cost criteria, the County may issue a Purchase Order to proceed.

2.5 TASK AUTHORIZATION WORK PROJECTS GREATER THAN $10,000

For projects exceeding $10,000, the following process shall apply:

A. The County will issue a general scope of work to the pool of pre-qualified service providers.

B. Vendor will submit a formal proposal, including:

- Description of the work to be performed
- Labor and materials cost estimate
- Schedule and timeline
- Subcontractor list (if applicable)
- Site visit confirmation (if applicable)

- Signed and dated cost proposal

C. Proposals must be submitted within ten (10) business days of the request.

D. Upon review, the County will issue a formal Task Authorization to the selected Vendor.

E. Issuance of a signed Task Authorization and Purchase Order will serve as the official Notice to Proceed.

F. The County reserves the right to reject excessive or unsupported pricing and may reassign work if cost justifications are insufficient. A Vendor with four (4) active tasks underway may not be eligible for new assignments until one is completed and accepted by the County.

2.6 METHOD OF OPERATION

The Vendor may not begin any work without a written Task Authorization and Purchase Order. Services shall be delivered in accordance with the agreed proposal, and Service providers are responsible for the complete execution and delivery of all project elements.

2.7 PROFESSIONAL STANDARDS & COMPLIANCE

All work must be conducted in accordance with applicable federal, state, and local laws and comply with Seminole County's branding guidelines, communications policies, and Florida's Public Records Law. Service providers must maintain professionalism, discretion, and responsiveness at all times, especially when supporting executive messaging or high-visibility public issues.

EXHIBIT B

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

SHIP TO	

VENDOR	

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

ORDER INQUIRIES	

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

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Consensus Communications, Inc

Line Item	Description	Unit of Measure	Unit Cost
1	Strategic Communications Planning	Hourly	$250.00
2	Key Messaging Development	Hourly	$250.00
3	Social Media Management & Content Creation	Hourly	$160.00
4	Community Outreach & Event Support	Hourly	$250.00
5	Media Relations & Public Engagement	Hourly	$300.00
6	Graphic Design & Visual Communications	Hourly	$160.00
7	Reporting & Performance Tracking	Hourly	$160.00

Work Assignment:

This is a pre-qualification contract where specific projects are assigned via written Task Authorizations. For each project, the Vendor shall provide a formal, signed proposal including a detailed labor and materials cost estimate, schedule, and subcontractor list.

* **Projects ≤ $10,000**: The County may solicit and award a single proposal from any pre-qualified Vendor.

* **Projects > $10,000**: The County will solicit proposals from the entire pre-qualified pool, and Vendors must respond within ten (10) business days.

- **Maximum Authorization:** No individual Task Authorization shall exceed a total value of $100,000.
- **Authorization to Proceed:** A signed Task Authorization and a matching Purchase Order are strictly required before any work commences or any charges are incurred.
- **Pricing Validation:** The County maintains the right to reject pricing that is unsupported or excessive and may reassign work if cost justifications are deemed insufficient.
- **Compliance:** All task-specific pricing and services must align with the foundation pricing of this contract, the County's branding guidelines, and Florida's Public Records Law.

Specific Project Pricing:

Materials and Equipment: For assignments requiring specific materials, equipment, or processes not covered by the hourly unit costs, the Vendor must include a detailed "labor and materials cost estimate" within their formal proposal.

Cost Justification: All equipment and process-related costs must be clearly defined, and the County reserves the right to reject any pricing that is considered "excessive or unsupported".

Subcontractors: If a specialized process requires the use of third-party services, a "subcontractor list" must be submitted with the project proposal for review.

Pre-Approval Required: Any equipment or process costs must be explicitly detailed in the signed Task Authorization and covered by the matching Purchase Order before the expense is incurred.

Pricing Ceiling: Even with the inclusion of equipment or process costs, the total value of any single Task Authorization cannot exceed **$100,000**.

The Vendor may not begin any work without first receiving both a fully executed Task Authorization and an approved Purchase Order from the client. Any work commenced prior to the receipt of both documents is done at the Vendor's own risk, and the client assumes no financial liability for unauthorized services.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

RFP-605044-26/LTT Public Relations, Advertising, Marketing, and Multimedia Services

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

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

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

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

D. Professional Liability:

$ 1,000,000	Per Claim
$ 2,000,000	General Aggregate

EXHIBIT E

Agreement Name: Term Contract for Public Relations, Advertising, Marketing and Multimedia Services

Agreement Number: RFP-5044-25/LT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-5044-25/LT 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 February, 2026.

Consensus Communications, Inc.
Consultant Name

By: Charles W. Evers III
Print/Type Name: Charles W. Evers, III
Title: President

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ■ physical presence OR □ online notarization, this 27th day of February, 2026, by Charles W. Evers, III (Full Name of Affiant).

MEYETTE CHENAULT
Notary Public - State of Florida
Commission # HH 750607
My Comm. Expires Dec 21, 2029
Bonded through National Notary Assn.

Print/Type Name Meyette Chenault
Notary Public in and for the County
and State Aforementioned
My commission expires: December 21, 2029

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.

Consensus Communications, Inc. 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: Charles W. Evers, III

Title: President

Signature: Charles W. Evers III

Date: February 27, 2026

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP-5044-25/LT

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 Consensus Communications, 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

February 27, 2026
Date

Charles W. Evers, III
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 27th day of February 2026, by Charles W. Evers, III , as President , 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: Meyette Chenault
My commission expires: December 21, 2029

(Affix Notary Stamp or Seal)

MEYETTE CHENAULT
Notary Public - State of Florida
Commission # HH 750607
My Comm. Expires Dec 21, 2029
Bonded through National Notary Assn.

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR: Consensus Communications, Inc.

Signature: Charles W. Evers III

Printed Name: Charles W. Evers, III

Title: President

Date: February 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 27th day of February, 20 26, by Charles W. Evers, III.

(name of person making statement)

MEYETTE CHENAULT
Notary Public - State of Florida
Commission # HH 750607
My Comm. Expires Dec 21, 2029
Bonded through National Notary Assn.

Signature of Notary Public

Meyette Chenault

Print/Type/Stamp Commissioned Name of Notary Public

[X] Personally Known OR [ ] Produced Identification

Type of Identification Produced: _____

00310 □ ADA Affidavit (Rev 06/2021)

TERM CONTRACT FOR PUBLIC RELATIONS, ADVERTISING, MARKETING AND MULTIMEDIA SERVICES
(RFP-5044-25/LTT)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **CURLEY & PYNN PUBLIC RELATIONS MANAGEMENT, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1516 Hillcrest St., Suite 210, Orlando, FL 32803 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 services in public relations, advertising, marketing and multimedia services for Seminole County; and

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

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Office of Communications
1101 E. 1st Street
Sanford, FL 32771

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

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

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

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

Section 9. Termination.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

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

Section 17. Insurance.

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

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

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

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

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

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

(b) General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Workers' Compensation/Employers' Liability.

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Liability.

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

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

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

(4) Professional Liability Insurance.

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

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

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

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

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

Section 18. Dispute Resolution.

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

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For COUNTY:

Seminole County Office of Communications
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONTRACTOR:

Curley & Pynn Public Relations Management, Inc.
1516 Hillcrest St., Suite 210
Orlando, FL 32803

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:

CURLEY & PYNN PUBLIC RELATIONS MANAGEMENT, INC.

_____
Witness

By: _____

_____
Print Name

Daniel Ward
Print Name

_____
Witness

CEO
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By: _____
Gladys Marrozos, Procurement Administrator

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

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

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

_____

County Attorney

AFL/sfa
10/28/2025
T:\Users\alanius\Purchasing\12604\RFP-5044-25-LT-Term Contract.docx

Attachments:

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

EXHIBIT A

Scope of Services

2.1 OVERVIEW

The County intends to prequalify a pool of service providers with demonstrated experience supporting high-level government communications, including proactive messaging, sensitive issue response, community education, and public engagement initiatives.

As communication needs arise, task authorizations will be issued to the prequalified pool of service providers, based on scope, availability, and demonstrated expertise relevant to each project.

2.2 GENERAL SERVICES

Service providers may be required to perform services that include, but are not limited to, the following:

A. Strategic Communications Planning

- Develop comprehensive communications strategies for County initiatives, services, and executive priorities.
- Provide strategic counsel and messaging plans for high-profile and sensitive issues, including guidance for elected officials and County leadership.
- Ensure communication strategies align with organizational goals, timelines, and public expectations.

B. Key Messaging Development

- Create messaging frameworks, talking points, FAQs, and response materials to support consistent and effective County communication.
- Tailor messaging by audience, platform, and purpose, ensuring accessibility and clarity across internal and external stakeholders.

C. Social Media Management and Content Creation

- Support County social media channels with original content, platform scheduling, monitoring, and community engagement.
- Enhance multimedia communications through photography, short-form video, reels, animations, and graphics that reflect County branding and tone.
- Increase consistency and reach across social media platforms while maintaining compliance with public record standards.

D. Community Outreach and Event Support

- Assist with planning and executing County-hosted events, open houses, and community engagement efforts.

- Provide on-site communications staffing, materials, and public interface support for high-visibility events and initiatives.

E. Media Relations and Public Engagement

- Draft and distribute press releases, media advisories, feature stories, and guest columns.
- Coordinate proactive outreach with media partners and serve as a liaison for coverage of County priorities.
- Provide media strategy and support for County spokespersons, including interview preparation and message alignment.

F. Graphic Design and Visual Communications

- Design digital and print collateral such as flyers, posters, infographics, newsletters, advertisements, signage, and reports in accordance with County branding standards.
- Collaborate on visual storytelling that supports public education and campaign objectives.

G. Reporting and Performance Tracking

- Monitor, evaluate, and report on the performance of communications strategies, digital campaigns, and outreach efforts.
- Deliver analytics and recommendations to inform future messaging and improve audience engagement.

2.3 MAXIMUM TASK AUTHORIZATION VALUE

No individual Task Authorization shall exceed $100,000.

2.4 TASK AUTHORIZATION WORK PROJECTS LESS THAN OR EQUAL TO $10,000

For projects estimated at or below $10,000, the requesting department may solicit a single proposal from any pre-qualified VENDOR. If the proposal meets the timeline and cost criteria, the County may issue a Purchase Order to proceed.

2.5 TASK AUTHORIZATION WORK PROJECTS GREATER THAN $10,000

For projects exceeding $10,000, the following process shall apply:

A. The County will issue a general scope of work to the pool of pre-qualified service providers.

B. Vendor will submit a formal proposal, including:

- Description of the work to be performed
- Labor and materials cost estimate
- Schedule and timeline
- Subcontractor list (if applicable)
- Site visit confirmation (if applicable)

- Signed and dated cost proposal

C. Proposals must be submitted within ten (10) business days of the request.

D. Upon review, the County will issue a formal Task Authorization to the selected Vendor.

E. Issuance of a signed Task Authorization and Purchase Order will serve as the official Notice to Proceed.

F. The County reserves the right to reject excessive or unsupported pricing and may reassign work if cost justifications are insufficient. A Vendor with four (4) active tasks underway may not be eligible for new assignments until one is completed and accepted by the County.

2.6 METHOD OF OPERATION

The Vendor may not begin any work without a written Task Authorization and Purchase Order. Services shall be delivered in accordance with the agreed proposal, and Service providers are responsible for the complete execution and delivery of all project elements.

2.7 PROFESSIONAL STANDARDS & COMPLIANCE

All work must be conducted in accordance with applicable federal, state, and local laws and comply with Seminole County's branding guidelines, communications policies, and Florida's Public Records Law. Service providers must maintain professionalism, discretion, and responsiveness at all times, especially when supporting executive messaging or high-visibility public issues.

EXHIBIT B

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

SHIP TO	

VENDOR	

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

ORDER INQUIRIES	

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

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Curley & Pynn Public Relations Management, Inc

Line Item	Description	Unit of Measure	Unit Cost
1	Strategic Communications Planning	Hourly	$220.00
2	Key Messaging Development	Hourly	$220.00
3	Social Media Management & Content Creation	Hourly	$150.00
4	Community Outreach & Event Support	Hourly	$175.00
5	Media Relations & Public Engagement	Hourly	$175.00
6	Graphic Design & Visual Communications	Hourly	$175.00
7	Reporting & Performance Tracking	Hourly	$150.00

Work Assignment:

Task Authorizations: For each project, the Vendor shall provide a formal, signed proposal including a detailed labor and materials cost estimate, schedule, and subcontractor list.

* **Projects ≤ $10,000**: The County may solicit and award a single proposal from any pre-qualified Vendor.

* **Projects > $10,000**: The County will solicit proposals from the entire pre-qualified pool, and Vendors must respond within ten (10) business days.

Authorization to Proceed: A signed Task Authorization and a matching Purchase Order are strictly required before any work commences or any charges are incurred.

Specific Project Pricing:

Materials and Equipment: For assignments requiring specific materials, equipment, or processes not covered by the hourly unit costs, the Vendor must include a detailed "labor and materials cost estimate" within their formal proposal.

Cost Justification: All equipment and process-related costs must be clearly defined, and the County reserves the right to reject any pricing that is considered "excessive or unsupported".

The Vendor may not begin any work without first receiving both a fully executed Task Authorization and an approved Purchase Order from the client. Any work commenced prior to the receipt of both documents is done at the Vendor's own risk, and the client assumes no financial liability for unauthorized services.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

RFP-605044-26/LTT Public Relations, Advertising, Marketing, and Multimedia Services

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

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

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

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

D. Professional Liability:

$ 1,000,000	Per Claim
$ 2,000,000	General Aggregate

EXHIBIT E

Agreement Name: Public Relations, Advertising, Marketing, and Multimedia Services

Agreement Number: RFP-5044-26/LTT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-5044-26/LTT 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 February, 20 26.

Curley & Pynn Public Relations Management, Inc.
Consultant Name

By: Kacie Shea Escobar
Print/Type Name: Kacie Shea Escobar
Title: President

STATE OF Texas

COUNTY OF Fort Bend

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☑ online notarization, this 27th day of February, 20 26, by Kacie Shea Escobar (Full Name of Affiant).

NOTARY PUBLIC STATE OF TEXAS
BRENDA T CAMPBELL
ID NUMBER
804240
COMMISSION EXPIRES
September 15, 2027

Brenda T Campbell
Print/Type Name BRENDA T CAMPBELL
Notary Public in and for the County Fort Bend
and State Aforementioned Texas
My commission expires: 09/15/2027

E-Verify Affidavit
Revised 5/19/2021

Electronically signed and notarized online using the Proof platform.

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: Kacie Escobar

Title: President

Signature: Kacie Escobar Digitally signed by Kacie Escobar Date: 2026.02.27 12:16:07 -05'00' Date: 02/27/2026

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP# 5187-26/RH Fire Department Physican Services

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 Life Extension Clinics, 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.

Todd LeDuc
Signature

2/25/2026
Date

Chief Todd LeDuc, Ret. CEO
Print Name, Title

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 25th day of Feb., 2026, by Todd LeDuc, as CEO, 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: 04/30/2027

Notary Public State of Florida
Jennifer L Connelly
My Commission HH 392664
Expires 4/30/2027

Document Ref: 68BGZ-N63FB-KE5HV-DE8EJ

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR: Curley & Pynn Public Relations Management, Inc.

Signature: Kacie Shea Escobar

Printed Name: Kacie Escobar

Title: President

Date: 02/27/2026

Affix Corporate Seal (if applicable)

STATE OF Texas

COUNTY OF Fort Bend

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☑ online notarization, this 27th day of February, 20 26, by Kacie Shea Escobar.

(name of person making statement)

BRENDA T CAMPBELL
ID NUMBER
804240
COMMISSION EXPIRES
September 15, 2027

Signature of Notary Public

BRENDA T CAMPBELL

Print/Type/Stamp Commissioned Name of Notary Public

My Commission Expires: 09/15/2027

☐ Personally Known OR ☑ Produced Identification

Type of Identification Produced: Florida Driver License

TERM CONTRACT FOR PUBLIC RELATIONS, ADVERTISING, MARKETING AND MULTIMEDIA SERVICES
(RFP-5044-25/LTT)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **EVOK ADVERTISING & DESIGN INC.**, duly authorized to conduct business in the State of Florida, whose address is 152 N 4th St., Suite 1410, Lake Mary, FL 32746 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 services in public relations, advertising, marketing and multimedia services for Seminole County; and

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

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Office of Communications
1101 E. 1st Street
Sanford, FL 32771

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

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

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

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

Section 9. Termination.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

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

Section 17. Insurance.

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

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

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

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

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

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

(b) General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Workers' Compensation/Employers' Liability.

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Liability.

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

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

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

(4) Professional Liability Insurance.

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

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

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

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

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

Section 18. Dispute Resolution.

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

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For COUNTY:

Seminole County Office of Communications
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONTRACTOR:

Evok Advertising & Design Inc.
152 N 4th St., Suite 1410
Lake Mary, FL 32746

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:

EVOK ADVERTISING & DESIGN INC.

_____
Witness

By: _____

_____
Print Name

Larry Meador
Print Name

_____
Witness

CEO
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By: _____
Gladys Marrozos, Procurement Administrator

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

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

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

_____

County Attorney

AFL/sfa
10/28/2025
T:\Users\alanius\Purchasing\12604\RFP-5044-25-LT-Term Contract.docx

Attachments:

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

EXHIBIT A

Scope of Services

2.1 OVERVIEW

The County intends to prequalify a pool of service providers with demonstrated experience supporting high-level government communications, including proactive messaging, sensitive issue response, community education, and public engagement initiatives.

As communication needs arise, task authorizations will be issued to the prequalified pool of service providers, based on scope, availability, and demonstrated expertise relevant to each project.

2.2 GENERAL SERVICES

Service providers may be required to perform services that include, but are not limited to, the following:

A. Strategic Communications Planning

- Develop comprehensive communications strategies for County initiatives, services, and executive priorities.
- Provide strategic counsel and messaging plans for high-profile and sensitive issues, including guidance for elected officials and County leadership.
- Ensure communication strategies align with organizational goals, timelines, and public expectations.

B. Key Messaging Development

- Create messaging frameworks, talking points, FAQs, and response materials to support consistent and effective County communication.
- Tailor messaging by audience, platform, and purpose, ensuring accessibility and clarity across internal and external stakeholders.

C. Social Media Management and Content Creation

- Support County social media channels with original content, platform scheduling, monitoring, and community engagement.
- Enhance multimedia communications through photography, short-form video, reels, animations, and graphics that reflect County branding and tone.
- Increase consistency and reach across social media platforms while maintaining compliance with public record standards.

D. Community Outreach and Event Support

- Assist with planning and executing County-hosted events, open houses, and community engagement efforts.

- Provide on-site communications staffing, materials, and public interface support for high-visibility events and initiatives.

E. Media Relations and Public Engagement

- Draft and distribute press releases, media advisories, feature stories, and guest columns.
- Coordinate proactive outreach with media partners and serve as a liaison for coverage of County priorities.
- Provide media strategy and support for County spokespersons, including interview preparation and message alignment.

F. Graphic Design and Visual Communications

- Design digital and print collateral such as flyers, posters, infographics, newsletters, advertisements, signage, and reports in accordance with County branding standards.
- Collaborate on visual storytelling that supports public education and campaign objectives.

G. Reporting and Performance Tracking

- Monitor, evaluate, and report on the performance of communications strategies, digital campaigns, and outreach efforts.
- Deliver analytics and recommendations to inform future messaging and improve audience engagement.

2.3 MAXIMUM TASK AUTHORIZATION VALUE

No individual Task Authorization shall exceed $100,000.

2.4 TASK AUTHORIZATION WORK PROJECTS LESS THAN OR EQUAL TO $10,000

For projects estimated at or below $10,000, the requesting department may solicit a single proposal from any pre-qualified VENDOR. If the proposal meets the timeline and cost criteria, the County may issue a Purchase Order to proceed.

2.5 TASK AUTHORIZATION WORK PROJECTS GREATER THAN $10,000

For projects exceeding $10,000, the following process shall apply:

A. The County will issue a general scope of work to the pool of pre-qualified service providers.

B. Vendor will submit a formal proposal, including:

- Description of the work to be performed
- Labor and materials cost estimate
- Schedule and timeline
- Subcontractor list (if applicable)
- Site visit confirmation (if applicable)

- Signed and dated cost proposal

C. Proposals must be submitted within ten (10) business days of the request.

D. Upon review, the County will issue a formal Task Authorization to the selected Vendor.

E. Issuance of a signed Task Authorization and Purchase Order will serve as the official Notice to Proceed.

F. The County reserves the right to reject excessive or unsupported pricing and may reassign work if cost justifications are insufficient. A Vendor with four (4) active tasks underway may not be eligible for new assignments until one is completed and accepted by the County.

2.6 METHOD OF OPERATION

The Vendor may not begin any work without a written Task Authorization and Purchase Order. Services shall be delivered in accordance with the agreed proposal, and Service providers are responsible for the complete execution and delivery of all project elements.

2.7 PROFESSIONAL STANDARDS & COMPLIANCE

All work must be conducted in accordance with applicable federal, state, and local laws and comply with Seminole County's branding guidelines, communications policies, and Florida's Public Records Law. Service providers must maintain professionalism, discretion, and responsiveness at all times, especially when supporting executive messaging or high-visibility public issues.

EXHIBIT B

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

SHIP TO	

VENDOR	

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

ORDER INQUIRIES	

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

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Evok Advertising & Design Inc

Line Item	Description	Unit of Measure	Unit Cost
1	Strategic Communications Planning	Hourly	$125.00
2	Key Messaging Development	Hourly	$125.00
3	Social Media Management & Content Creation	Hourly	$125.00
4	Community Outreach & Event Support	Hourly	$125.00
5	Media Relations & Public Engagement	Hourly	$125.00
6	Graphic Design & Visual Communications	Hourly	$125.00
7	Reporting & Performance Tracking	Hourly	$125.00

Work Assignment:

Task Authorizations: For each project, the Vendor shall provide a formal, signed proposal including a detailed labor and materials cost estimate, schedule, and subcontractor list.

* **Projects ≤ $10,000**: The County may solicit and award a single proposal from any pre-qualified Vendor.

* **Projects > $10,000**: The County will solicit proposals from the entire pre-qualified pool, and Vendors must respond within ten (10) business days.

Authorization to Proceed: A signed Task Authorization and a matching Purchase Order are strictly required before any work commences or any charges are incurred.

Specific Project Pricing:

Materials and Equipment: For assignments requiring specific materials, equipment, or processes not covered by the hourly unit costs, the Vendor must include a detailed "labor and materials cost estimate" within their formal proposal.

Cost Justification: All equipment and process-related costs must be clearly defined, and the County reserves the right to reject any pricing that is considered "excessive or unsupported".

The Vendor may not begin any work without first receiving both a fully executed Task Authorization and an approved Purchase Order from the client. Any work commenced prior to the receipt of both documents is done at the Vendor's own risk, and the client assumes no financial liability for unauthorized services.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

RFP-605044-26/LTT Public Relations, Advertising, Marketing, and Multimedia Services

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

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

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

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

D. Professional Liability:

$ 1,000,000	Per Claim
$ 2,000,000	General Aggregate

EXHIBIT E

Agreement Name: Public Relations, Advertising, Marketing, Multimedia Services

Agreement Number: RFP-5044-26/LTT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-5044-26/LTT 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 3rd day of February, 20 26

Evok Advertising + Design, Inc
Consultant Name

By: _____
Print/Type Name: LARRY MEADOR
Title: CEO

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR ☐ online notarization, this 3rd day of February, 2026, by Larry Meador (Full Name of Affiant).

Sheri Michaud
Print/Type Name SHERI MICHAUD
Notary Public in and for the County
and State Aforementioned
My commission expires: 12/30/2028

E-Verify Affidavit
Revised 5/19/2021

Notary Public State of Florida
Sheri Michaud
My Commission HH 610338
Expires 12/30/2028

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: Larry Meador

Title: CEO

Signature:

Date: 2/3/26

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT
CONTRACT # RFP-5044-26/LTT

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 Evok Advertising ("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

2/3/26
Date

Larry Meador, 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 3rd day of Feb, 2026 by Larry Meador, as CEO, on behalf of the Nongovernmental Entity. They ☑ are personally known to me or ☐ have produced as identification.

Sheri Michaud
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: SHERI MICHAUD
My commission expires: 12/30/2026

Notary Public State of Florida
Sheri Michaud
My Commission HH 610338
Expires 12/30/2028

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR: Evok Advertising & Design Inc.

Signature: _____

Printed Name: Larry Meador

Title: CEO

Date: 2/3/26

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 3rd day of February, 2026, by Larry Meador.

(name of person making statement)

Sheri Michaud

Signature of Notary Public

SHERI MICHAUD

Print/Type/Stamp Commissioned Name of Notary Public

☑ Personally Known OR ☐ Produced Identification

Type of Identification Produced: _____

Notary Public State of Florida
Sheri Michaud
My Commission HH 610338
Expires 12/30/2028

00310 – ADA Affidavit (Rev 06/2021)

TERM CONTRACT FOR PUBLIC RELATIONS, ADVERTISING, MARKETING AND MULTIMEDIA SERVICES
(RFP-5044-25/LTT)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **GLOBAL-5, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2180 W. SR 434, Suite 1150, Longwood, FL 32779 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 services in public relations, advertising, marketing and multimedia services for Seminole County; and

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

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Office of Communications
1101 E. 1st Street
Sanford, FL 32771

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

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

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

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

Section 9. Termination.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

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

Section 17. Insurance.

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

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

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

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

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

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

(b) General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Workers' Compensation/Employers' Liability.

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Liability.

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

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

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

(4) Professional Liability Insurance.

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

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

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

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

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

Section 18. Dispute Resolution.

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

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For COUNTY:

Seminole County Office of Communications
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONTRACTOR:

Global-5, Inc.
2180 W. SR 434, Suite 1150
, Longwood, FL 32779

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:

GLOBAL-5, INC.

_____
Witness

By: _____

_____
Print Name

John Hamill
Print Name

_____
Witness

Executive Senior Vice President
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By: _____
Gladys Marrozos, Procurement Administrator

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

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

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

_____

County Attorney

AFL/sfa
10/28/2025
T:\Users\alanius\Purchasing\12604\RFP-5044-25-LT-Term Contract.docx

Attachments:

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

EXHIBIT A

Scope of Services

2.1 OVERVIEW

The County intends to prequalify a pool of service providers with demonstrated experience supporting high-level government communications, including proactive messaging, sensitive issue response, community education, and public engagement initiatives.

As communication needs arise, task authorizations will be issued to the prequalified pool of service providers, based on scope, availability, and demonstrated expertise relevant to each project.

2.2 GENERAL SERVICES

Service providers may be required to perform services that include, but are not limited to, the following:

A. Strategic Communications Planning

- Develop comprehensive communications strategies for County initiatives, services, and executive priorities.
- Provide strategic counsel and messaging plans for high-profile and sensitive issues, including guidance for elected officials and County leadership.
- Ensure communication strategies align with organizational goals, timelines, and public expectations.

B. Key Messaging Development

- Create messaging frameworks, talking points, FAQs, and response materials to support consistent and effective County communication.
- Tailor messaging by audience, platform, and purpose, ensuring accessibility and clarity across internal and external stakeholders.

C. Social Media Management and Content Creation

- Support County social media channels with original content, platform scheduling, monitoring, and community engagement.
- Enhance multimedia communications through photography, short-form video, reels, animations, and graphics that reflect County branding and tone.
- Increase consistency and reach across social media platforms while maintaining compliance with public record standards.

D. Community Outreach and Event Support

- Assist with planning and executing County-hosted events, open houses, and community engagement efforts.

- Provide on-site communications staffing, materials, and public interface support for high-visibility events and initiatives.

E. Media Relations and Public Engagement

- Draft and distribute press releases, media advisories, feature stories, and guest columns.
- Coordinate proactive outreach with media partners and serve as a liaison for coverage of County priorities.
- Provide media strategy and support for County spokespersons, including interview preparation and message alignment.

F. Graphic Design and Visual Communications

- Design digital and print collateral such as flyers, posters, infographics, newsletters, advertisements, signage, and reports in accordance with County branding standards.
- Collaborate on visual storytelling that supports public education and campaign objectives.

G. Reporting and Performance Tracking

- Monitor, evaluate, and report on the performance of communications strategies, digital campaigns, and outreach efforts.
- Deliver analytics and recommendations to inform future messaging and improve audience engagement.

2.3 MAXIMUM TASK AUTHORIZATION VALUE

No individual Task Authorization shall exceed $100,000.

2.4 TASK AUTHORIZATION WORK PROJECTS LESS THAN OR EQUAL TO $10,000

For projects estimated at or below $10,000, the requesting department may solicit a single proposal from any pre-qualified VENDOR. If the proposal meets the timeline and cost criteria, the County may issue a Purchase Order to proceed.

2.5 TASK AUTHORIZATION WORK PROJECTS GREATER THAN $10,000

For projects exceeding $10,000, the following process shall apply:

A. The County will issue a general scope of work to the pool of pre-qualified service providers.

B. Vendor will submit a formal proposal, including:

- Description of the work to be performed
- Labor and materials cost estimate
- Schedule and timeline
- Subcontractor list (if applicable)
- Site visit confirmation (if applicable)

- Signed and dated cost proposal

C. Proposals must be submitted within ten (10) business days of the request.

D. Upon review, the County will issue a formal Task Authorization to the selected Vendor.

E. Issuance of a signed Task Authorization and Purchase Order will serve as the official Notice to Proceed.

F. The County reserves the right to reject excessive or unsupported pricing and may reassign work if cost justifications are insufficient. A Vendor with four (4) active tasks underway may not be eligible for new assignments until one is completed and accepted by the County.

2.6 METHOD OF OPERATION

The Vendor may not begin any work without a written Task Authorization and Purchase Order. Services shall be delivered in accordance with the agreed proposal, and Service providers are responsible for the complete execution and delivery of all project elements.

2.7 PROFESSIONAL STANDARDS & COMPLIANCE

All work must be conducted in accordance with applicable federal, state, and local laws and comply with Seminole County's branding guidelines, communications policies, and Florida's Public Records Law. Service providers must maintain professionalism, discretion, and responsiveness at all times, especially when supporting executive messaging or high-visibility public issues.

EXHIBIT B

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

SHIP TO	

VENDOR	

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

ORDER INQUIRIES	

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

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Global-5, Inc

Line Item	Description	Unit of Measure	Unit Cost
1	Strategic Communications Planning	Hourly	$100.00
2	Key Messaging Development	Hourly	$85.00
3	Social Media Management & Content Creation	Hourly	$85.00
4	Community Outreach & Event Support	Hourly	$80.00
5	Media Relations & Public Engagement	Hourly	$100.00
6	Graphic Design & Visual Communications	Hourly	$90.00
7	Reporting & Performance Tracking	Hourly	$25.00

Work Assignment:

Task Authorizations: For each project, the Vendor shall provide a formal, signed proposal including a detailed labor and materials cost estimate, schedule, and subcontractor list.

* **Projects ≤ $10,000**: The County may solicit and award a single proposal from any pre-qualified Vendor.

* **Projects > $10,000**: The County will solicit proposals from the entire pre-qualified pool, and Vendors must respond within ten (10) business days.

Authorization to Proceed: A signed Task Authorization and a matching Purchase Order are strictly required before any work commences or any charges are incurred.

Specific Project Pricing:

Materials and Equipment: For assignments requiring specific materials, equipment, or processes not covered by the hourly unit costs, the Vendor must include a detailed "labor and materials cost estimate" within their formal proposal.

Cost Justification: All equipment and process-related costs must be clearly defined, and the County reserves the right to reject any pricing that is considered "excessive or unsupported".

The Vendor may not begin any work without first receiving both a fully executed Task Authorization and an approved Purchase Order from the client. Any work commenced prior to the receipt of both documents is done at the Vendor's own risk, and the client assumes no financial liability for unauthorized services.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

RFP-605044-26/LTT Public Relations, Advertising, Marketing, and Multimedia Services

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

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

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

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

D. Professional Liability:

$ 1,000,000	Per Claim
$ 2,000,000	General Aggregate

EXHIBIT E

Agreement Name: Public Relations, Advertising, Marketing and Multimedia Services

Agreement Number: RFP: 5044-26/LTT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP:5044-26/LTT 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 January, 2026.

Global-5, Inc.
Consultant Name

By: [signature]
Print/Type Name: John Hamill
Title: 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 27 day of January, 2026 by John Hamill (Full Name of Affiant).

LISA MCDUFFIE
Notary Public - State of Florida
Commission # HH 696148
My Comm. Expires Jul 10, 2029
Bonded through National Notary Assn.

[signature]
Print/Type Name Lisa McDuffie
Notary Public in and for the County
and State Aforementioned
My commission expires: July 10, 2029

E-Verify Affidavit
Revised 5/19/2021

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

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

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

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

Printed Name: John Hamill

Title: Executive Senior Vice President, Global-5

Signature: John Hamill Date:01/26/2026

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP: 5044-26/LTT

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 Global-5 ("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

1.26.2026
Date

John Hamill
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 January, 20 26, by John Hamill, as Executive Senior 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: Lisa McDuffie
My commission expires: July 10, 2029

LISA MCDUFFIE
Notary Public - State of Florida
Commission # HH 696148
My Comm. Expires Jul 10, 2029
Bonded through National Notary Assn.

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR: Global-5

Signature: John Hamill

Printed Name: John Hamill

Title: Executive Senior Vice President

Date: _____

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 26 day of _____, 20 26, by John Hamill.

(name of person making statement)

Lisa McDuffie

Signature of Notary Public

Lisa McDuffie

Print/Type/Stamp Commissioned Name of Notary Public

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced: n/a

TERM CONTRACT FOR PUBLIC RELATIONS, ADVERTISING, MARKETING AND MULTIMEDIA SERVICES
(RFP-5044-25/LTT)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **QUEST CORPORATION OF AMERICA, INC.**, duly authorized to conduct business in the State of Florida, whose address is 17220 Camelot Ct., Land O' Lakes, Fl 34638 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 services in public relations, advertising, marketing and multimedia services for Seminole County; and

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

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Office of Communications
1101 E. 1st Street
Sanford, FL 32771

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

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

Section 7. General Terms of Payment and Billing.

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

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

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

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

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

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

Section 9. Termination.

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

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

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

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

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

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

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

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

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

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

Section 17. Insurance.

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

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

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

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

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

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

(b) General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Workers' Compensation/Employers' Liability.

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Liability.

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

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

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

(4) Professional Liability Insurance.

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

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

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

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

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

Section 18. Dispute Resolution.

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

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For COUNTY:

Seminole County Office of Communications
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONTRACTOR:

Quest Corporation of America, Inc.
17220 Camelot Ct.
Land O' Lakes, Fl 34638

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:

QUEST CORPORATION OF AMERICA, INC.

_____
Witness

By: _____

_____
Print Name

Cynthia Palmer
Print Name

_____
Witness

CFO, COO
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By: _____
Gladys Marrozos, Procurement Administrator

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

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

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

_____

County Attorney

AFL/sfa
10/28/2025
T:\Users\alanius\Purchasing\12604\RFP-5044-25-LT-Term Contract.docx

Attachments:

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

EXHIBIT A

Scope of Services

2.1 OVERVIEW

The County intends to prequalify a pool of service providers with demonstrated experience supporting high-level government communications, including proactive messaging, sensitive issue response, community education, and public engagement initiatives.

As communication needs arise, task authorizations will be issued to the prequalified pool of service providers, based on scope, availability, and demonstrated expertise relevant to each project.

2.2 GENERAL SERVICES

Service providers may be required to perform services that include, but are not limited to, the following:

A. Strategic Communications Planning

- Develop comprehensive communications strategies for County initiatives, services, and executive priorities.
- Provide strategic counsel and messaging plans for high-profile and sensitive issues, including guidance for elected officials and County leadership.
- Ensure communication strategies align with organizational goals, timelines, and public expectations.

B. Key Messaging Development

- Create messaging frameworks, talking points, FAQs, and response materials to support consistent and effective County communication.
- Tailor messaging by audience, platform, and purpose, ensuring accessibility and clarity across internal and external stakeholders.

C. Social Media Management and Content Creation

- Support County social media channels with original content, platform scheduling, monitoring, and community engagement.
- Enhance multimedia communications through photography, short-form video, reels, animations, and graphics that reflect County branding and tone.
- Increase consistency and reach across social media platforms while maintaining compliance with public record standards.

D. Community Outreach and Event Support

- Assist with planning and executing County-hosted events, open houses, and community engagement efforts.

- Provide on-site communications staffing, materials, and public interface support for high-visibility events and initiatives.

E. Media Relations and Public Engagement

- Draft and distribute press releases, media advisories, feature stories, and guest columns.
- Coordinate proactive outreach with media partners and serve as a liaison for coverage of County priorities.
- Provide media strategy and support for County spokespersons, including interview preparation and message alignment.

F. Graphic Design and Visual Communications

- Design digital and print collateral such as flyers, posters, infographics, newsletters, advertisements, signage, and reports in accordance with County branding standards.
- Collaborate on visual storytelling that supports public education and campaign objectives.

G. Reporting and Performance Tracking

- Monitor, evaluate, and report on the performance of communications strategies, digital campaigns, and outreach efforts.
- Deliver analytics and recommendations to inform future messaging and improve audience engagement.

2.3 MAXIMUM TASK AUTHORIZATION VALUE

No individual Task Authorization shall exceed $100,000.

2.4 TASK AUTHORIZATION WORK PROJECTS LESS THAN OR EQUAL TO $10,000

For projects estimated at or below $10,000, the requesting department may solicit a single proposal from any pre-qualified VENDOR. If the proposal meets the timeline and cost criteria, the County may issue a Purchase Order to proceed.

2.5 TASK AUTHORIZATION WORK PROJECTS GREATER THAN $10,000

For projects exceeding $10,000, the following process shall apply:

A. The County will issue a general scope of work to the pool of pre-qualified service providers.

B. Vendor will submit a formal proposal, including:

- Description of the work to be performed
- Labor and materials cost estimate
- Schedule and timeline
- Subcontractor list (if applicable)
- Site visit confirmation (if applicable)

- Signed and dated cost proposal

C. Proposals must be submitted within ten (10) business days of the request.

D. Upon review, the County will issue a formal Task Authorization to the selected Vendor.

E. Issuance of a signed Task Authorization and Purchase Order will serve as the official Notice to Proceed.

F. The County reserves the right to reject excessive or unsupported pricing and may reassign work if cost justifications are insufficient. A Vendor with four (4) active tasks underway may not be eligible for new assignments until one is completed and accepted by the County.

2.6 METHOD OF OPERATION

The Vendor may not begin any work without a written Task Authorization and Purchase Order. Services shall be delivered in accordance with the agreed proposal, and Service providers are responsible for the complete execution and delivery of all project elements.

2.7 PROFESSIONAL STANDARDS & COMPLIANCE

All work must be conducted in accordance with applicable federal, state, and local laws and comply with Seminole County's branding guidelines, communications policies, and Florida's Public Records Law. Service providers must maintain professionalism, discretion, and responsiveness at all times, especially when supporting executive messaging or high-visibility public issues.

EXHIBIT B

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

SHIP TO	

VENDOR	

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

ORDER INQUIRIES	

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

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

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Quest Corporation of America, Inc

Line Item	Description	Unit of Measure	Unit Cost
1	Strategic Communications Planning	Hourly	$125.00
2	Key Messaging Development	Hourly	$125.00
3	Social Media Management & Content Creation	Hourly	$125.00
4	Community Outreach & Event Support	Hourly	$125.00
5	Media Relations & Public Engagement	Hourly	$125.00
6	Graphic Design & Visual Communications	Hourly	$125.00
7	Reporting & Performance Tracking	Hourly	$125.00

Work Assignment:

Task Authorizations: For each project, the Vendor shall provide a formal, signed proposal including a detailed labor and materials cost estimate, schedule, and subcontractor list.

* **Projects ≤ $10,000**: The County may solicit and award a single proposal from any pre-qualified Vendor.

* **Projects > $10,000**: The County will solicit proposals from the entire pre-qualified pool, and Vendors must respond within ten (10) business days.

Authorization to Proceed: A signed Task Authorization and a matching Purchase Order are strictly required before any work commences or any charges are incurred.

Specific Project Pricing:

Materials and Equipment: For assignments requiring specific materials, equipment, or processes not covered by the hourly unit costs, the Vendor must include a detailed "labor and materials cost estimate" within their formal proposal.

Cost Justification: All equipment and process-related costs must be clearly defined, and the County reserves the right to reject any pricing that is considered "excessive or unsupported".

The Vendor may not begin any work without first receiving both a fully executed Task Authorization and an approved Purchase Order from the client. Any work commenced prior to the receipt of both documents is done at the Vendor's own risk, and the client assumes no financial liability for unauthorized services.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

RFP-605044-26/LTT Public Relations, Advertising, Marketing, and Multimedia Services

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Professional Liability:

$ 1,000,000	Per Claim
$ 2,000,000	General Aggregate

EXHIBIT E

Agreement Name: Public Relations, Advertising, Marketing and Multimedia Services

Agreement Number: RFP 5044-26/LTT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP 5044-26/LTT 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 January, 20 26.

Quest Corporation of America, Inc.
Consultant Name

By: Cynthia Palmer
Print/Type Name: Cynthia Palmer
Title: Chief Operating and Financial Officer

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of x physical presence OR □ online notarization, this 27 day of January 20 26, by Cynthia Palmer (Full Name of Affiant).

CHARLOTTE APPLE
MY COMMISSION # HH 716285
EXPIRES: September 3, 2029

Charlotte Apple
Print/Type Name Charlotte Apple
Notary Public in and for the County
and State Aforementioned
My commission expires: September 3, 2029

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: Cynthia Palmer

Title: Chief Operating and Financial Officer

Signature: Cynthia Palmer Date:01/27/2026

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP-5044-26/LTT

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 Quest Corporation of America, 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.

Cynthia Palmer
Signature

01/27/2026
Date

Cynthia Palmer, Chief Operating and Financial Officer
Print Name, Title

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of x physical presence or ☐ online notarization, this 27 day of January, 2026, by Cynthia Palmer as Chief Operating and Financial Officer, on behalf of the Nongovernmental Entity. They x are personally known to me or ☐ have produced as identification.

Charlotte Apple
Notary Public Signature

Print, Type or Stamp Name of Notary: Charlotte Apple
My commission expires: September 3, 2029

(Affix Notary Stamp or Seal)

CHARLOTTE APPLE
MY COMMISSION # HH 716285
EXPIRES: September 3, 2029

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Quest Corporation of America, Inc.

Signature: Cynthia Palmer

Printed Name: Cynthia Palmer

Title: Chief Operating and Financial Officer

Date: 01/27/2026

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 27 day of January, 2026, by Cynthia Palmer.

(name of person making statement)

CHARLOTTE APPLE
MY COMMISSION # HH 716285
EXPIRES: September 3, 2029

Charlotte Apple
Signature of Notary Public

Charlotte Apple
Print/Type/Stamp Commissioned Name of Notary Public

☑ Personally Known OR ☐ Produced Identification

Type of Identification Produced: _____

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-031**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: ADMINISTRATION DEPT / COMMUNICATIONS

Fund(s): 00100 GENERAL FUND

RM Recommendation	
W. AVILES	5/5/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
To transfer $100,000 from General Fund Reserves for RFP-5044-26/LTT Public Relations, Advertising, Marketing and Multimedia Services.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	00100	02601005	530310		PROFESSIONAL SERVICES		3109999901	100,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	100,000.00
Reserve	00100	999901	599998		RESERVE FOR CONTINGENCIES		9989999901	(100,000.00)
Reserve								
							Reserve Sub-Total	(100,000.00)
							Total Uses	-

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:_____

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0438

Title:

Award RFP-5180-26/GCM -External Auditing Services for Seminole County to Forvis Mazars, LLP, Orlando in the amount of $691,950.00 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide **(Stephen Koontz, Assistant County Manager)** Requesting Department - Administrative Services

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing Manager

Contact/Phone Number:

Gladys Marrozos /407-665-7112

Background:

RFP-5081-26/GCM will provide an opinion on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles. Per the requirements of the Governmental Accounting Standards Board (GASB) Statement No. 14, the Annual Comprehensive Financial Report (ACFR) of Seminole County includes the Board of County Commissioners (Board), five Constitutional Officers, and two discretely presented component units.

This project was publicly advertised and the County received six (6) proposals in response to the solicitation. The Evaluation Committee consists of Sean Barth, designee for J.R. Kroll, Seminole County Tax Collector; William Carroll, designee for Grant Maloy, Clerk of the Circuit Court and County Comptroller; Andria Herr, Chairman; Board of County Commissioners; David Johnson, CFA, Property Appraiser; Dennis M. Lemma, Seminole County Sheriff; and Amy Pennock, Supervisor of Elections. Consideration was given to the firm's Audit approach, Qualifications and Experience of the Audit Firm, Qualifications and Experience of the Audit Team, and Price Proposal.

Authorization for services by the Consultant under this agreement shall be in the form of Purchase Orders issued and executed by the County. The agreement shall take effect on the date of execution by the County and shall run for a period of three (3) years. At the

sole option of the County may be renewed for two (2) successive periods not to exceed one (1) year each. The award amount of $691,950.00 is the sum of the three (3) year base period of the Agreement. The budget for this item is located under account business unit # 010309.

Requested Action:

Staff requests the Board to award RFP-5180-26/GCM - External Auditing Services for Seminole County to Forvis Mazars, LLP, Orlando and authorize the Purchasing and Contracts Division to execute the Agreement.

Seminole County
Administrative Services - Purchasing & Contracts
Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

TABULATION SHEET

RFP No. RFP-5180-26/GCM

External Auditing Services for Seminole County Board of County Commissioners

RESPONSE DEADLINE: April 13, 2026 at 2:00 pm

Report Generated: Monday, April 27, 2026

PROPOSALS RECEIVED

Vendor	Contact Info
CLA (CliftonLarsonAllen LLP)	Valerie Conn bids@claconnect.com
Carr, Riggs & Ingram, LLC	John Brielmaier jbrielmaier@cricpa.com (813) 207-2946
Cherry Bekaert	Matthew Volpe matthew.volpe@cbh.com
Forvis Mazars, LLP	Lina Mejia lina.mejia@us.forvismazars.com (407) 740-5400
James Moore & Co., P.L.	Zach Chalifour proposals@jmco.com (386) 257-4100
Purvis, Gray and Company, LLP	Jessica Kelsey jkelsey@purvisgray.com

- Determination of awarded firm will be made based on total average ranking of each firm

Update: Tabulated and posted by Gladys Marrozos, Procurement Administrator Monday, April 27, 2026 @ 11:30 am

Recommendation and Notice of Intent to Awad to: Forvis Mazars, LLP – BCC award date: June 9, 2026

Final Ranking

Evaluation Tabulation for RFP-5180-26/GCM - External Auditing Services for Seminole County Board of County Commissioners April 24, 2026

Vendor	Sean Barth	William Carroll	Andria Herr	David Johnson	Dennis Lemma	Amy Pennock	Total Score	Total Average Rank
Forvis Mazars, LLP	96	85	56	96	99	93	87.5	2.17
CLA (CliftonLarsonAllen LLP)	94.8	86.8	72.8	92.8	96.8	90.8	89.13	2.33
Purvis, Gray and Company, LLP	94.2	89.2	49.2	96.2	94.2	81.2	84.03	3.17
James Moore & Co., P.L.	91.8	82.8	93.8	90.8	95.8	76.8	88.63	3.83
Cherry Bekaert	89.2	83.2	60.2	87.2	90.2	82.2	82.03	4.33
Carr, Riggs & Ingram, LLC	85	80	74	84	88	81	82	5.17

We the Evaluation Committee approve the above stated ranking and recommend award to the top ranked firm : Forvis Mazars, LLP

Sean Barth

William Carroll

Andria Herr

David Johnson

Dennis Lemma

Amy Pennock

Seminole County
Administrative Services - Purchasing & Contracts
Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

RFP No. RFP-5180-26/GCM

External Auditing Services for Seminole County Board of County Commissioners

RESPONSE DEADLINE: April 13, 2026 at 2:00 pm

EVALUATION SUMMARY

EVALUATORS

Name	Title	Agreement Accepted On
Sean Barth	Controller	Apr 20, 2026 9:43 PM
William Carroll	Evaluator	Apr 17, 2026 1:07 PM
Andria Herr	County Commissioner	Apr 21, 2026 8:19 AM
David Johnson	Property Appraiser	Apr 16, 2026 10:15 AM
Dennis Lemma	Sheriff	Apr 20, 2026 11:07 AM
Amy Pennock	Supervisor of Elections	Apr 21, 2026 10:40 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Audit Approach	Points Based	30 *(30% of Total)*

Description:
Describe implementation plan, coordination methods, and quality control processes, demonstrating their ability to manage the audit with attention to detail. The proposal must include a comprehensive work plan outlining the audit methodology, engagement phases, staffing and hours, sampling methods, use of technology and analytical procedures, and approaches to evaluating internal controls, compliance, and EDP systems. Firms must also identify potential audit challenges, proposed solutions, any assistance needed from the County and provide a timeline that meets required deadlines. (5 single-sided page maximum for this section)

Criteria	Scoring Method	Weight (Points)
Qualification and Experience of the Audit Firm	Points Based	25 *(25% of Total)*

Description:
The firm must certify compliance with Government Auditing Standards and related requirements, demonstrate qualified and properly trained staff, recent quality control review, and relevant governmental audit experience. The proposal must outline firm size, staffing, licenses, experience, prior similar engagements, recent audit review results, work samples, IT capabilities, and a list of Florida governmental clients. (5 single-sided page maximum for this section)

Criteria	Scoring Method	Weight (Points)
Qualification and Experience of the Audit Team	Points Based	25 *(25% of Total)*

Description:
The Audit Team must demonstrate the ability to perform the audit in accordance with Government Auditing Standards and other applicable requirements. Team members must have appropriate licensure (including Florida CPA where required), relevant governmental audit experience, and sufficient continuing professional education. The proposal must identify key personnel and their roles, qualifications, experience, and training, including experience with debt-related engagements, and include brief resumes for all key team members. It should also outline the staffing plan and provide up to five similar engagements, recent peer/desk review results, relevant work samples, IT capabilities, required licenses, and a list of Florida governmental clients served. (5 single-sided page maximum for this section)

Criteria	Scoring Method	Weight (Points)
Price Proposal	Points Based	20 *(20% of Total)*

Description:
The price proposal must include a total all-inclusive maximum price covering all direct and indirect costs, including out-of-pocket expenses, for completing the audit within a specified timeframe and estimated hours. Firms must provide a detailed fee schedule showing hourly rates by staff level and the associated hours, with special services listed separately. Out-of-pocket expenses must be identified and reimbursed according to Seminole County rates, and all reimbursements count toward the total maximum price. Any additional services beyond the original scope must be approved in writing and billed at the same agreed-upon rates. (1 single-sided page maximum for this section)

AGGREGATE SCORES SUMMARY

Vendor	Sean Barth	William Carroll	Andria Herr	David Johnson	Dennis Lemma	Amy Pennock	Total Score (Max Score 100)	Total Average Rank
CLA (CliftonLarsonAllen LLP)	94.8 (2)	86.8 (2)	72.8 (3)	92.8 (3)	96.8 (2)	90.8 (2)	**89.13**	**2.33**
James Moore & Co., P.L.	91.8 (4)	82.8 (5)	93.8 (1)	90.8 (4)	95.8 (3)	76.8 (6)	**88.63**	**3.83**
Forvis Mazars, LLP	96 (1)	85 (3)	56 (5)	96 (2)	99 (1)	93 (1)	**87.5**	**2.17**
Purvis, Gray and Company, LLP	94.2 (3)	89.2 (1)	49.2 (6)	96.2 (1)	94.2 (4)	81.2 (4)	**84.03**	**3.17**
Cherry Bekaert	89.2 (5)	83.2 (4)	60.2 (4)	87.2 (5)	90.2 (5)	82.2 (3)	**82.03**	**4.33**
Carr, Riggs & Ingram, LLC	85 (6)	80 (6)	74 (2)	84 (6)	88 (6)	81 (5)	**82**	**5.17**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Audit Approach Points Based 30 Points (30%)	Qualification and Experience of the Audit Firm Points Based 25 Points (25%)	Qualification and Experience of the Audit Team Points Based 25 Points (25%)	Price Proposal Points Based 20 Points (20%)	Total Score (Max Score 100)
CLA (CliftonLarsonAllen LLP)	25	22	22.3	19.8	**89.13**
James Moore & Co., P.L.	26.3	21.2	22.3	18.8	**88.63**
Forvis Mazars, LLP	24.3	22	21.2	20	**87.5**

Vendor	Audit Approach Points Based 30 Points (30%)	Qualification and Experience of the Audit Firm Points Based 25 Points (25%)	Qualification and Experience of the Audit Team Points Based 25 Points (25%)	Price Proposal Points Based 20 Points (20%)	Total Score (Max Score 100)
Purvis, Gray and Company, LLP	22.8	20.8	21.2	19.2	**84.03**
Cherry Bekaert	24.3	21.7	19.8	16.2	**82.03**
Carr, Riggs & Ingram, LLC	24.7	22	21.3	14	**82**

INDIVIDUAL PROPOSAL SCORES

Carr, Riggs & Ingram, LLC

Audit Approach | Points Based | 30 Points (30%)

Sean Barth: 23

Timeframe hours higher than other proposals. No individual breakdown of staff time.

William Carroll: 25

Excellent implementation plan. The firm did not appear to address potential audit challenges?

Andria Herr: 25

Includes controls and IT focus

David Johnson: 24

Broad, high level approach

Dennis Lemma: 28

Audit approach appropriate. Timeline acceptable. # of hours seems high.

Amy Pennock: 23

Good process, less analytics/IT depth

Qualification and Experience of the Audit Firm | Points Based | 25 Points (25%)

Sean Barth: 24

Multiple Florida counties of similar size.

William Carroll: 20

Firm appears to be totally qualified to perform an audit of Seminole County.

Andria Herr: 20

Large firm - client list is representative of similar work

David Johnson: 22

Strong in southeast, many FL county clients

Dennis Lemma: 23

National firm. Top 25 CPA firm. County experience.

Amy Pennock: 23

Strong Fl focus

Qualification and Experience of the Audit Team | Points Based | 25 Points (25%)

Sean Barth: 24

Experienced staff

William Carroll: 21

Audit team appears to be highly qualified.

Andria Herr: 15

Includes IT focus

David Johnson: 24

Qualified and experienced, provided 4 similar engagements

Dennis Lemma: 23

Proposed audit team qualified and experienced with County audits

Amy Pennock: 21

High partner involvement

Price Proposal | Points Based | 20 Points (20%)

Sean Barth: 14

Base period pricing $983,300.00

William Carroll: 14

Base period pricing $983,300.00

Andria Herr: 14

Base period pricing $983,300.00

David Johnson: 14

Base period pricing $983,300.00

Dennis Lemma: 14

Base period pricing $983,300.00

Amy Pennock: 14

Base period pricing $983,300.00

Cherry Bekaert

Audit Approach | Points Based | 30 Points (30%)

Sean Barth: 26

Broad approach

William Carroll: 22

Proposer did not go into as much specific detail on coordination plans, and did not go into detail on potential audit challenges.

Andria Herr: 20

Adequate hours allowed - approach is appropriate

David Johnson: 25

Broad, high level approach

Dennis Lemma: 28

Audit approach acceptable. # hours seems high.

Amy Pennock: 25

Solid approach, detailed

Qualification and Experience of the Audit Firm | Points Based | 25 Points (25%)
Sean Barth: 23
National firm with Florida and regional clients.
William Carroll: 23
Firm has significant experience in auditing local government agencies. Firm is qualified to audit Seminole County.
Andria Herr: 19
Client list contains similar engagements
David Johnson: 22
Top 20 US firm, strong regional
Dennis Lemma: 23
National firm with governmental experience.
Amy Pennock: 20
Good experience, would like to see more large County references

Qualification and Experience of the Audit Team | Points Based | 25 Points (25%)
Sean Barth: 24
Very experienced team
William Carroll: 22
Audit team appears to be highly qualified.
Andria Herr: 5
GASB specialist - no mention of IT specialist on team - all FL CPA's - large team
David Johnson: 24
Qualified and experienced, provided 4 similar engagements
Dennis Lemma: 23
Audit team has governmental experience to include Counties.

Amy Pennock: 21
Good mix/staffing model

Price Proposal | Points Based | 20 Points (20%)
Sean Barth: 16.2
Base period pricing $850,000.00
William Carroll: 16.2
Base period pricing $850,000.00
Andria Herr: 16.2
Base period pricing $850,000.00
David Johnson: 16.2
Base period pricing $850,000.00
Dennis Lemma: 16.2
Base period pricing $850,000.00
Amy Pennock: 16.2
Base period pricing $850,000.00

CLA (CliftonLarsonAllen LLP)
Audit Approach | Points Based | 30 Points (30%)
Sean Barth: 28
Nice approach
William Carroll: 24
Audit approach and audit methodology will meet County requirements.
Andria Herr: 15

Approach was adequate - middle of the road on hours allotted

David Johnson: 27

Clear, county focused approach

Dennis Lemma: 30

Audit approach acceptable. Timeline meets needs.

Amy Pennock: 26

Strong methodology

Qualification and Experience of the Audit Firm | Points Based | 25 Points (25%)

Sean Barth: 23

National firm

William Carroll: 23

National Firm with experience with auditing local government agencies. Firm is qualified to audit Seminole County.

Andria Herr: 18

Client list includes similar engagements

David Johnson: 23

Top 10 US firm, strong public sector experience

Dennis Lemma: 23

National firm with County experience.

Amy Pennock: 22

Strong Nationally, however less in Florida

Qualification and Experience of the Audit Team | Points Based | 25 Points (25%)

Sean Barth: 24

Strong team

William Carroll: 20

Audit team appears to have the qualifications and experience.

Andria Herr: 20

3 IT specialists - multiple offices

David Johnson: 23

Qualified and experienced, provided 4 similar engagements

Dennis Lemma: 24

Proposed audit team appears qualified and has experience with FL Counties.

Amy Pennock: 23

Good staffing model

Price Proposal | Points Based | 20 Points (20%)

Sean Barth: 19.8

Base period pricing $696,600.00

William Carroll: 19.8

Base period pricing $696,600.00

Andria Herr: 19.8

Base period pricing $696,600.00

David Johnson: 19.8

Base period pricing $696,600.00

Dennis Lemma: 19.8

Base period pricing $696,600.00

Amy Pennock: 19.8

Base period pricing $696,600.00

Forvis Mazars, LLP

Audit Approach | Points Based | 30 Points (30%)

Sean Barth: 29

Knows Seminole County

William Carroll: 22

Implementation plan was not quite as detailed as some of the other proposers.

Andria Herr: 10

Approach is appropriate but has not focused on controls

David Johnson: 28

Familiar with approach, great experience over the years, helpful, professional guidance

Dennis Lemma: 30

Audit approach acceptable. Timeline meets needs.

Amy Pennock: 27

Strong risk based approach

Qualification and Experience of the Audit Firm | Points Based | 25 Points (25%)

Sean Barth: 23

National firm

William Carroll: 22

This firm has been the Auditor for the last several years and they are very qualified to continue in that role.

Andria Herr: 16

Highly qualified - VERY recent acquisition

David Johnson: 24

Top 10 global firm, strong for complexity and crediibility

Dennis Lemma: 24

Global firm with local presence. Orlando office. Strong governmental practice.

Amy Pennock: 23

Strong Florida and CFL region experience

Qualification and Experience of the Audit Team | Points Based | 25 Points (25%)

Sean Barth: 24

Experienced

William Carroll: 21

Audit team is qualified and team experience with Seminole County.

Andria Herr: 10

Team is qualified but mentions 2 IT folks and we have not seen output regarding our IT controls.

David Johnson: 24

Qualified and experienced, provided 5 similar engagements

Dennis Lemma: 25

Proposed audit team is qualified and experienced in audits of Counties.

Amy Pennock: 23

Strong experience

Price Proposal | Points Based | 20 Points (20%)

Sean Barth: 20

Base period pricing $691,950.00

William Carroll: 20

Base period pricing $691,950.00

Andria Herr: 20

Base period pricing $691,950.00

David Johnson: 20

Base period pricing $691,950.00

Dennis Lemma: 20

Base period pricing $691,950.00

Amy Pennock: 20

Base period pricing $691,950.00

James Moore & Co., P.L.

Audit Approach | Points Based | 30 Points (30%)

Sean Barth: 28

Like the approach format.

William Carroll: 22

Implementation plans will facilitate the audit.

Andria Herr: 30

ranked highest due to clear, concise explanation

David Johnson: 27

Clearly outlined approach and specific to the county

Dennis Lemma: 30

Audit approach acceptable. Timeline meets needs.

Amy Pennock: 21

Well structured, less technical

Qualification and Experience of the Audit Firm | Points Based | 25 Points (25%)

Sean Barth: 23

Local area based firm.

William Carroll: 22

Firm has several government clients, and the firm appears to be qualified to audit Seminole County.

Andria Herr: 20

Client list is representative of similar firms with Florida focus. Staff is local

David Johnson: 22

Strong regional, FL focused, similar counties

Dennis Lemma: 22

Florida firm. Offices in Daytona Beach and Deland. A number of governmental clients, Counties and Cities.

Amy Pennock: 18

Good experience, would have liked to seen more large County references

Qualification and Experience of the Audit Team | Points Based | 25 Points (25%)

Sean Barth: 22

Experienced

William Carroll: 20

Audit team has the credentials and the experience to audit the County.

Andria Herr: 25

FL CPA and the only firm to have a Lean Six Sigma Team member

David Johnson: 23

Qualified and experienced, provided 5 similar engagements

Dennis Lemma: 25

Proposed audit team appears qualified and experienced. On County and City audits. Recruit from Florida and local universities.

Amy Pennock: 19

Good experience

Price Proposal | Points Based | 20 Points (20%)
Sean Barth: 18.8
Base period pricing $735,000.00
William Carroll: 18.8
Base period pricing $735,000.00
Andria Herr: 18.8
Base period pricing $735,000.00
David Johnson: 18.8
Base period pricing $735,000.00
Dennis Lemma: 18.8
Base period pricing $735,000.00
Amy Pennock: 18.8
Base period pricing $735,000.00

Purvis, Gray and Company, LLP

Audit Approach | Points Based | 30 Points (30%)
Sean Barth: 28
Detailed approach
William Carroll: 24
Good implementation plan. The proposer did not address potential challenges.
Andria Herr: 5
Proposal submission did not follow instructions. Least number of hours allowed for the work.

David Johnson: 29

Very thorough approach and specific to the County, stressed efficiency

Dennis Lemma: 28

Audit approach acceptable. Timeline meets needs. #hours seems light.

Amy Pennock: 23

Traditional methodology

Qualification and Experience of the Audit Firm | Points Based | 25 Points (25%)

Sean Barth: 23

Broad list of government clients

William Carroll: 23

Firm has significant government audit clients and is qualified to audit Seminole County.

Andria Herr: 15

Client list contains similar engagements.

David Johnson: 24

Strong regional leader, FL focused, similar counties, relationship driven

Dennis Lemma: 22

Florida firm based out of Gainesville. Governmental practice

Amy Pennock: 18

Smaller firm, capacity could be a challenge, would have like to see larger County references

Qualification and Experience of the Audit Team | Points Based | 25 Points (25%)

Sean Barth: 24

Very experienced team

William Carroll: 23

Audit team is highly qualified.

Andria Herr: 10

1 CPA with IT focus.

David Johnson: 24

Qualified and experienced, provided 4 similar engagements

Dennis Lemma: 25

Proposed team appears qualified and has County audit experience.

Amy Pennock: 21

Solid team

Price Proposal | Points Based | 20 Points (20%)

Sean Barth: 19.2

Base period pricing $717,070.00

William Carroll: 19.2

Base period pricing $717,070.00

Andria Herr: 19.2

Base period pricing $717,070.00

David Johnson: 19.2

Base period pricing $717,070.00

Dennis Lemma: 19.2

Base period pricing $717,070.00

Amy Pennock: 19.2

Base period pricing $717,070.00

TERM CONTRACT FOR EXTERNAL AUDITING SERVICES FOR SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS (RFP-5180-26/GCM)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **FORVIS MAZARS, LLP**, duly authorized to conduct business in the State of Florida, whose address is 255 S. Orange Avenue, Suite 600, Orlando, Florida 32801, 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 external auditing services for the Seminole County Board of County Commissioners; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's

submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement.

COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the

materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Administrative Services Department
1101 East 1st Street
Sanford, FL 32771

(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 third-party 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 to the extent caused

by CONTRACTOR's negligent 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. CONTRACTOR, however, shall not be liable for punitive or exemplary damages arising out of or related to this Agreement, except to the extent such limitation is prohibited by law.

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) 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.

(3) 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) Deductible and self-insured retention amounts must be declared to 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.

(3) 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.

(4) 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.

(5) 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.

(6) Coverage: The Commercial General Liability and Automobile Liability 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 or blanket additional insured coverage.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the

event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by CONTRACTOR or any subcontractor or cloud service provider used by CONTRACTOR; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than

two (2) years after termination or completion of the Agreement, if written on a "claims-made" basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover CONTRACTOR, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(4) CONTRACTOR, however, shall not be responsible for the provision of hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, unless separately engaged to do so.

(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 Type tExext here 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 Administrative Services Department
1101 East 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Forvis Mazars, LLP
255 S. Orange Avenue
Suite 600
Orlando, FL 32801

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.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:	FORVIS MAZARS, LLP
	By:_____
Witness	
Print Name	Print Name
Witness	Title
Print Name	Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
ROBERT BRADLEY,
Purchasing and Contracts Manager

Date:_____

_____
Witness

_____
Print Name

As authorized for execution by the Board of County Commissioners at its _____, 20___, regular meeting.

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

GLK/kly
05/14/2026
T:\Users\Legal Secretary CSB\Purchasing 2026\RFP-5180-26 External Auditing Services (Forvis Mazars).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Pricing Schedule
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G - Anti-Human Trafficking Affidavit
Exhibit H - Americans with Disabilities Act Affidavit
Exhibit I - Auditor Engagement Letter

Exhibit A

Scope of Services

1. General

The County is soliciting the services of qualified firms of Certified Public Accountants to audit the financial statements for the fiscal year ending September 30, 2026, 2027 and 2028 with the option to audit each of the two subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

2. Scope of Services to be Performed

The Auditor shall express an opinion on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles. Per the requirements of the Governmental Accounting Standards Board (GASB) Statement No. 14, the Annual Comprehensive Financial Report (ACFR) of Seminole County includes the Board of County Commissioners (Board), five Constitutional Officers, and two discretely presented component units.

The Auditor is required to audit the separate financial statements of the Board and each of the Constitutional Officers and express an opinion on the fair presentation of all funds in the financial statements of the Board and each Constitutional Officer.

The Auditor will review the Annual Financial Report reconciliation to the ACFR for the State Department of Financial Services.

The Auditor is not required to audit the introductory, management discussion and analysis section or statistical section of the ACFR.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office providing that replacements have equal or higher qualifications than those personnel replaced. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case the County retains the right to approve or reject replacements. The qualifications of any replacements will be furnished to the Clerk of Court and Comptroller prior to beginning any work on the audit.

Auditor shall provide their standard Auditor Engagement Letter, which shall be included as an Exhibit under the Contract. Terms of this Letter shall not conflict with Terms of the Contract and RFP. If provisions are included, the provisions will be removed prior to signing.

3. Joint Venture

In the event of a joint venture or use of a sub-contractor, requirements of this section apply to all staff connected with the audit.

4. Auditing Standards and Requirements

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and including but not limited to the following documents:

- The standards for financial audits set forth in U.S. Government Accountability Office's Generally Accepted Government Auditing Standards (GAGAS)
- Title 2 of the Code of Federal Regulations (2 CFR) Sub-Title A. Chapter II, Part 200, et al. Uniform Administrative Requirements, Uniform Guidance, Cost Principles, and Audit Requirements for Federal Awards
- Section 218.39, 218.415, 215.97, 365.172(10), 365.173(d), 163.081 and 163.082, Florida Statutes
- Rules of the Auditor General for Local Government Entity Audits (Chapter 10.550 and 10.554)
- Rules of the Florida Department of Financial Services and the Executive Office of the Governor

5. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements on a fund level the Auditor shall issue:

A. A report on the fair presentation of all required financial statements in conformity with generally accepted accounting principles as expressed on a fund level basis (an "in relation to opinion" will not be acceptable).
B. A report on internal control over financial reporting and on compliance and other matters for each financial reporting level receiving an audit opinion.
C. All reports necessary to comply with current laws and regulations, as amended, relating to Federal grants received by the County and State of Florida financial assistance programs.
D. Any other attestations and reports as may be now or in the future required by Federal Departments, Florida Statutes, Florida Administrative Code, or County bond covenants. This includes, but is not limited to, Title 2 of the Code of Federal Regulations (2 CFR) Sub-Title A, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, HUD Real Estate Assessment Center (REAC) reports, Financial Assessment Subsystem (FASS-PH), County funding of court related obligations [Sec. 29.008 and 29.0085, Florida Statutes, Constitutional Officers' compliance reports pursuant to Florida Statutes, and certification on solid and hazardous waste financial responsibility in compliance with Rule 62-701.630(5) of the Florida Administrative Code.

6. Auditor Communications

The Auditor shall communicate in a management letter with required elements as required by the Rules of the Auditor General for each reporting level receiving an audit opinion.

In the required report(s) on internal controls, the Auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. In addition, the audit reports shall include all necessary components and disclosures required by the Rules of the Auditor General.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the Auditor shall be reported in the management letter(s) which shall be referred to in the report(s) on internal controls. The reports on compliance shall include all instances of non-compliance with applicable laws and regulations.

The auditor shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware. Such report shall be made to the elected official responsible for the operations, the County Manager, Clerk of Circuit Court and the Chairman of the Board of County Commissioners.

7. Special Considerations

A. The Clerk of Circuit Court and Comptroller will send the ACFR to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting Program. The Auditor will provide any special technical assistance necessary to ensure the County continues to meet the requirements of the program.
B. The County may prepare one or more official statements in connection with the sale of debt securities which will contain the basic financial statements and the Auditor's report thereon. The Auditor shall be required under the contract, if requested by the financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the Auditor and any necessary "comfort letters."
C. Audit the schedules and reports required under Federal and State financial assistance regulations and being prepared as part of the annual audit process are to be issued as part of the ACFR.
D. The Auditor will be required to prepare the financial statements and the accompanying notes for the Property Appraiser, Supervisor of Elections and Tax

Collector. The Clerk of Circuit Court and Comptroller will prepare the Annual Comprehensive Financial Report.

E. If new statutory or regulatory requirements are enacted during the term of this engagement that necessitate the Auditor's review, preparation, or attestation of additional financial statement or schedules not currently required, the selected Auditor shall be expected to provide such services. The County reserves the right to negotiate the scope and associated fees for these additional services at the time such requirements become effective.
F. The partner-in-charge and the audit manager shall be available to attend up to three public meetings for discussion of the audit report.

8. Working Paper Retention and Access to Working Papers

The awarded Auditor shall establish and maintain a reasonable accounting system, which enables ready identification of Auditor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The Board and the Clerk of the Circuit Court and Comptroller or its designees shall have access to such books, record, subcontract(s), financial operations, and documents of the Auditor or its sub-contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the contractor's place of business. This right to audit shall include the Auditor's sub-Contractors used to procure goods or services under the contract with the County. Auditor shall ensure the County has these same rights with sub-Contractor(s) and suppliers.

9. Time Requirements

Interim audit work may commence at any date after the execution of the contract between the parties, beginning with an audit entrance conference. However, interim work shall not be performed in the month of September unless agreed to by the respective Constitutional Officer (or designee), as applicable.

10. Schedule for the Fiscal Year Audit

Each of the following shall be completed by the Auditor no later than the dates indicated.

A. Constitutional Officers' issued financial statements must be submitted to the Clerk of Circuit Court and Comptroller by January 31 of the year following the audit period.
B. Fieldwork – The Auditor shall complete all field work by March 1 of the year following the audit period.

C. Entrance Conferences with each of the Constitutional Officers and/or their designee shall be held no later than July 31 of the audit period. The purpose of this meeting is to discuss the prior year audit and interim work to be performed. This meeting will establish the overall liaison for the audit and plan for workspace and other needs of the Auditor.
D. Exit Conferences shall be conducted with each Board of County Commissioner, the Clerk of Circuit Court and County Manager or designee prior to the ACFR presentation. The purpose of this meeting is to summarize the results of fieldwork and review any significant findings, if applicable. Exit Conferences shall also be conducted with each Constitutional Officer prior to the issuance of the stand-alone Special Purpose financial statements for each Constitutional Officer. The purpose of this meeting is to summarize the results of fieldwork and review any significant findings, if applicable.
E. The Auditor shall provide drafts and all recommendations, revisions and suggestions for improvement to each Constitutional Officer prior to issuance of their Special Purpose financial statements.
F. The Auditor shall attend periodic status meetings on the progress of the audit with the Clerk of Circuit Court and Comptroller staff starting at the beginning of audit field work and continuing until the final report is issued.
G. The Auditor shall present the ACFR to the Board of County Commissioners at a Board meeting in April, unless otherwise requested to be presented at an earlier date.

EXHIBIT B

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

Exhibit C – Price Proposal

Exhibit C
PRICE PROPOSAL

RFP-5180-26/GCM - EXTERNAL AUDITING SERVICES

Name of Proposer: Forvis Mazars, LLP

Mailing Address: 255 South Orange Avenue, #600

City/State/Zip: Orlando, FL 32801

Phone Number: (407) 740.5400 FAX Number: (407) 386.6107

E-Mail Address: joel.knopp@us.forvismazars.com

Pursuant to and in compliance with the Request for Proposals documents, including Addenda Nos. 1 through 2, on file in the Purchasing Division, the undersigned Proposer hereby proposes and agrees to perform the required services for the amount hereinafter set forth. The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES:

Total all-inclusive cost for audit of the Fiscal Year 2025-2026	$ 225,000
Total all-inclusive cost for audit of the Fiscal Year 2026-2027:	$ 230,600
Total all-inclusive cost for audit of the Fiscal Year 2027-2028:	$ 236,350

The Agreement allows for two (2) one-year renewable options:

Total all-inclusive cost for audit of the Fiscal Year 2028-2029:	$ 242,300
Total all-inclusive cost for audit of the Fiscal Year 2029-2030:	$ 248,350

In addition, the Applicant must include all required information specified in this Request for Proposals.

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

RFP-5180-26/GCM EXTERNAL AUDITING SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Professional Liability:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate

E. Cyber Liability & Technology E&O:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate

EXHIBIT E

Agreement Name: External Auditing SErvices for Seminole County Board of County Commissioners

Agreement Number: RFP-5180-26/GCM

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-5180-26/GCM 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 6th day of April, 20 26.

Forvis Mazars, LLP
Consultant Name

By: _____
Print/Type Name: Joel Knopp, CPA
Title: Partner

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 6th day of April, 20 26, by Joel Knopp, CPA (Full Name of Affiant).

Lina M. Mejia
Comm.: HH 621322
Expires: Jan. 9, 2029
Notary Public - State of Florida

_____
Print/Type Name Lina M. Mejia
Notary Public in and for the County
and State Aforementioned
My commission expires: Jan. 9, 2029

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: Joel Knopp, CPA

Title: Partner

Signature: Joel A. Knopp Date: 04/06/2026

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP-5180-26-GCM

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 Forvis Mazars, LLP ("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

April 6, 2026
Date

Partner Joel Knopp, CPA
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 6th day of April, 2026, by Joel Knopp, CPA, as a partner, 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: Lina M. Mejia
My commission expires: Jan. 9, 2029

Lina M. Mejia
Comm.: HH 621322
Expires: Jan. 9, 2029
Notary Public - State of Florida

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Forvis Mazars, LLP

Signature: _____

Printed Name: Joel Knopp, CPA

Title: Partner

Date: April 6, 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 6th day of April, 20 26, by Joel Knopp, CPA.

(name of person making statement)

Lina M. Mejia
Comm.: HH 621322
Expires: Jan. 9, 2029
Notary Public - State of Florida

_____
Signature of Notary Public

Lina M. Mejia
Print/Type/Stamp Commissioned Name of Notary Public

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced: _____

Exhibit I

[DATE]

To the Honorable Board of County Commissioners
and Management
Sample County
[Address]

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**®.

In addition to the terms set forth in this contract, including the detailed **Scope of Services,** our engagement is governed by the Terms and Conditions Addendum, incorporated fully by this reference

Summary Scope of Services

As described in the attached **Scope of Services,** our services will include the following:

Sample County, Florida, Sample County Clerk of the Circuit Court, Sample County Comptroller, Sample County Property Appraiser, Sample County Sheriff, Sample County Supervisor of Elections, Sample County Tax Collector, Sample County Community Redevelopment Agency, and Sample County Enterprise Fund

- Audit Services for the year ended September 30, 2026

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services. We have agreed that should time expended exceed our estimates, the maximum fee will not exceed $XXX.

SAMPLE and FOIA exempt

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. These fees will be invoiced on an interim basis during the progress of our engagement. Invoices are due within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74 ch. seq., the Local Government Prompt Payments Act. Any remaining balance is due upon delivery of the final product.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** on behalf of Sample County, Florida.

BY _____

DATE _____

SAMPLE and FOIA exempt

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

Sample County, Florida as of and for the year ended September 30, 2026

We will audit the governmental activities and the general fund and related disclosures, which collectively comprise the basic financial statements for the following entities:

Sample County Community Redevelopment Agency as of and for the year ended September 30, 2025

We will audit the financial statements and related disclosures, which collectively comprise the basic financial statements for the following entities:

Sample County Clerk of the Circuit Court, Sample County Comptroller, Sample County Property Appraiser, Sample County Sheriff, Sample County Supervisor of Elections, and Sample County Tax Collector, and Sample County Enterprise Fund as of and for the year ended September 30, 2026

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* and the Florida State Projects Compliance Supplement that could have a direct and material effect to each of your major federal award programs and major state projects in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), the Florida Single Act, and Chapter 10.550, *Rules of the Auditor General*, if applicable
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*
- Issuing a report on your schedule of expenditures of federal awards and state financial assistance

You have informed us that the audited financial statements are expected to be presented along with management's Annual Comprehensive Financial Report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether supplementary information other than required supplementary information ("supplementary information") is fairly stated, in all material respects, in relation to the financial statements as a whole. We consider the following to be supplementary information:

- Schedule of Expenditures of Federal Award and State Financial Assistance
- Combining and Individual Fund Financial Statements and Schedules

SAMPLE and FOIA exempt

We will also provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes for the Sample County Clerk of the Courts, Sample County Property Appraiser, Sample County Sheriff, Sample County Supervisor of Elections, and Sample County Tax Collector

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Joel Knopp, CPA is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	**Party Name**
Sample County, Florida	Board of County Commissioners
Sample County Enterprise Fund	Board of County Commissioners
Sample County Community Redevelopment Agency	Board of Commissioners
Sample County Clerk of the Court	[Elected Official]
Sample County Comptroller	[Elected Official]
Sample County Property Appraiser	[Elected Official]
Sample County Sheriff's Office	[Elected Official]
Sample County Supervisor of Elections	[Elected Official]
Sample County Tax Collector	[Elected Official]

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity(ies) complied with the types of compliance requirements described in the OMB Compliance Supplement and Florida State Projects Compliance Supplement that could have a direct and material effect on each major federal award program and each major state financial assistance project, if applicable

SAMPLE and FOIA exempt

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the

SAMPLE - GAO FOIA exempt

aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
  - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
  - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
  - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
  - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
  - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
  - Additional information that we may request for the purpose of the audit

- **Internal Control and Compliance** – for the:
  - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error

SAMPLE - not FOIA exempt

- Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs and state financial assistance projects) applicable to the entity's activities is achieved
- Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
- Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
  - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
  - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
  - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract)
  - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
  - Distribution of audit reports to any necessary parties

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary Comparison schedules
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

SAMPLE - Early FOM - exempt

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

SAMPLE - NOT FOR Exempt

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0439

Title:

Award RFP-5187-26/RLH Fire Department Physicians Services to Adventist Health Systems/Sunbelt, Inc dba AdventHealth Centra Care and Life Extension Clinics, Inc dba Life Scan Wellness Centers at an estimated annual amount of $533,000 and authorize the Purchasing and Contracts Division to execute the Agreement. Countywide (**Stephen Koontz, Assistant County Manager**) Requesting Department - Fire

Division:

Administrative Services - Purchasing and Contracts

Authorized By:

Robert Bradley, Purchasing and Contracts Division Manager

Contact/Phone Number:

Rachel Horne/407-665-7115

Background:

RFP-5187-26 will provide medical screening, evaluation, and management of medical services that include annual physicals, pre-employment physicals, and return to work physicals.

The project was publicly advertised, and the County received three (3) responses listed alphabetically below.

• Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care

• Bio-Care, Inc.

• Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers

The Evaluation Committee consisting of Christina Brandolini, Director of Human Resources; Matthew Hettler, Deputy Chief; and Ben DeCuir, Deputy Chief evaluated the responses giving consideration to qualifications, education, certifications, experience, understanding & approach, and pricing proposal.

The Evaluation Committee recommends award for this project to Adventist Health Systems/Sunbelt, Inc dba AdventHealth Centra Care and Life Extension Clinics, Inc dba Life Scan Wellness Centers, the top-ranked firms.

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 $533,000.

The budget for this item is located under account business unit #056101.

The attached backup documentation includes the Tabulation Sheet, Evaluation Ranking and Scoring Summary, and the Award Agreement, including the scope of services, which has been provided as part of this agenda item.

Requested Action:

Staff requests that the Board award RFP-5187-26/RLH Fire Department Physicians Services to Adventist Health Systems/Sunbelt, Inc dba AdventHealth Centra Care and Life Extension Clinics, Inc dba Life Scan Wellness Centers at an estimated annual amount of $533,000 and authorize the Purchasing and Contracts Division to execute the Agreement.

Administrative Services - Purchasing & Contracts
Robert Bradley, Purchasing & Contracts Manager

TABULATION OF PROPOSALS RECEIVED

RFP-5187-26/RLH

Response Deadline: March 25, 2026 at 2:00 pm

Submitted Proposals			
Vendor	**Location**	**Total Bid Price**	**Total Average Rank**
Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care	**2600 Westhall Lane, Box 300 Maitland, FL 32751**	**$5993.00**	**2**
Bio-Care, Inc.	**1778 Holloway Dr Holt, MI 48842**	**$7806.00**	**3**
Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers	**1011 North MacDill Ave Tampa, FL 33607 Tampa, FL 33607**	**$3154.00**	**1**

Evaluation Meeting: April 17, 2026 at 10:00 AM in the PS Second Floor Conference Room at 150 Eslinger Way Sanford, FL 32773. (This meeting is open to the public for **observation only**.)

Recommendation and Notice of Intent to Award to: Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care and Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers

BOCC Meeting Date: June 09. 2026

Tabulated & Posted By: Rachel Horne, Senior Procurement Analyst 4/29/2026 3:47pm

Administrative Services - Purchasing & Contracts
Robert Bradley, Purchasing & Contracts Manager

EVALUATION FINAL RANKING

RFP-5187-26/RLH Fire Department Physician Services

Meeting Date: April 27, 2026 at 9:30 am
Location: 150 Eslinger Way Sanford, Fl 2nd Floor Conference Room

AGGREGATE SCORES SUMMARY

Vendor	Christina Brandolini	Ben DeCuir	Matthew Hettler	Total Score (Max Score 100)	Total Average Rank
Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers	63	65	71	66.33	1.33
Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care	67	55	70	64	1.67
Bio-Care, Inc.	55	43	62	55.33	3

We approve the above stated ranking for award to Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers and Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care .

Christina Brandolini

Matthew Hettler

Ben DeCuir

Seminole County
Administrative Services - Purchasing & Contracts
Robert T. Bradley, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

RFP No. RFP-5187-26/RLH

Fire Department Physician Services

RESPONSE DEADLINE: March 25, 2026 at 2:00 pm

Report Generated: Monday, May 11, 2026

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Christina Brandolini	Chief Administrator	Apr 16, 2026 9:36 AM
Ben DeCuir	Deputy Chief	Apr 17, 2026 9:50 AM
Matthew Hettler	Deputy Chief	Apr 16, 2026 11:20 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications, Education and Certifications	Points Based	25 *(25% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Experience	Points Based	25 *(25% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Understanding & Approach	Points Based	25 *(25% of Total)*
Criteria	**Scoring Method**	**Weight (Points)**
Pricing Proposal	Points Based	25 *(25% of Total)*

AGGREGATE SCORES SUMMARY

Vendor	Christina Brandolini	Ben DeCuir	Matthew Hettler	Total Score (Max Score 100)	Total Average Rank
Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers	88 (1)	90 (1)	96 (1)	**91.33**	**1**
Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care	80 (2)	68 (2)	83 (2)	**77**	**2**
Bio-Care, Inc.	65 (3)	53 (3)	72 (3)	**63.33**	**3**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications, Education and Certifications Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Understanding & Approach Points Based 25 Points (25%)	Pricing Proposal Points Based 25 Points (25%)	Total Score (Max Score 100)
Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers	22.3	22.3	21.7	25	**91.33**
Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care	22.3	20.3	21.3	13	**77**
Bio-Care, Inc.	16.7	17.7	19	10	**63.33**

INDIVIDUAL PROPOSAL SCORES

Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care

Qualifications, Education and Certifications | Points Based | 25 Points (25%)

Christina Brandolini: 22

Long Stnding. Hospital Affiliation.

Ben DeCuir: 22

Florida based and State licensed HCP. Robust facilities located within the central Florida region. Both factors better suited for preemployment physicals and "fit for duty" medical examinations throughout the year.

Matthew Hettler: 23

Extensive qualifications, education, and certifications in Florida.

Experience | Points Based | 25 Points (25%)

Christina Brandolini: 22

Extensive. Pertinent Public Safety.

Ben DeCuir: 15

Limited experience conducting remote/on site physicals for Fire Departments. Occupational health experience dilutes NFPA/fire specific expertise during annual physicals.

Matthew Hettler: 24

Has experience with both pre-employment, annual, and return to work physicals for firefighters

Understanding & Approach | Points Based | 25 Points (25%)

Christina Brandolini: 23

Familiarity NFPA. Overall occupation health. Brick and Mortar.

Ben DeCuir: 18

Proposal lacks clarity on annual physical scheduling and cycle (i.e. duration, physicals per day, location, etc).

Matthew Hettler: 23

Satellite annual physicals

Pricing Proposal | Points Based | 25 Points (25%)

Christina Brandolini: 13

Cost analysis worksheet results.

Ben DeCuir: 13

Cost analysis worksheet results.

Matthew Hettler: 13

Cost analysis worksheet results.

Bio-Care, Inc.

Qualifications, Education and Certifications | Points Based | 25 Points (25%)

Christina Brandolini: 18

Qualified.

Ben DeCuir: 12

Limited presence in Florida. No physical facilities in Florida. Out of state practitioners. Submittal does express significant Fire Department for annual physicals.

Matthew Hettler: 20

Only the Dr. certified in FL (2/2026)

Experience | Points Based | 25 Points (25%)

Christina Brandolini: 17

Newer to market. No experience with Florida market.

Ben DeCuir: 16

Extensive experience for metro sized fire departments. However, no presence in Florida. no submittal for prehire physicals and "fit for duty" outside of annual process.

Matthew Hettler: 20

Experience with annual physicals; none in Florida.

Understanding & Approach | Points Based | 25 Points (25%)

Christina Brandolini: 20

Understanding of NFPA. Mobile.

Ben DeCuir: 15

Practical solution in mobile setting. However, limitations are significant for personnel that require physicals outside of annual time frame (i.e. work compensation, injury, military - return to duty after miissing normal cycle).

Matthew Hettler: 22

Mobile unit - 7 weeks maybe too short

Pricing Proposal | Points Based | 25 Points (25%)

Christina Brandolini: 10

Cost analysis worksheet results.

Ben DeCuir: 10

Cost analysis worksheet results.

Matthew Hettler: 10

Cost analysis worksheet results.

Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers

Qualifications, Education and Certifications | Points Based | 25 Points (25%)

Christina Brandolini: 21

Qualified.

Ben DeCuir: 23

Florida based company and providers.

Matthew Hettler: 23

Extensive qualifications, education, and certifications in Florida.

Experience | Points Based | 25 Points (25%)

Christina Brandolini: 21

Direct experience. Familiarity in Florida markets.

Ben DeCuir: 22

Developed annual physical process by which others seek to emulate. Limited experience in preemployment physicals and "fit for duty"/return to work physicals.

Matthew Hettler: 24

Experience with metro départements in Florida, for both police and fire

Understanding & Approach | Points Based | 25 Points (25%)

Christina Brandolini: 21

NFPA Familiarity. Onsite brick and mortar.

Ben DeCuir: 20

Limited to annual physicals.

Matthew Hettler: 24

Leans mostly towards on-site annual physicals, does NFPA1583

Pricing Proposal | Points Based | 25 Points (25%)

Christina Brandolini: 25

Cost analysis worksheet results.

Ben DeCuir: 25

Cost analysis worksheet results.

Matthew Hettler: 25

Cost analysis worksheet results.

TERM CONTRACT FOR FIRE DEPARTMENT PHYSICIAN SERVICES
(RFP-5187-26/RLH)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care**, duly authorized to conduct business in the State of Florida, whose address is 2600 Westhall Lane, Box 300, Maitland, Florida 32751, in this Agreement referred to as "PHYSICIAN", 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 physician to provide Fire Department physician services for physicals for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of PHYSICIANs; and

WHEREAS, PHYSICIAN 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 PHYSICIAN agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains PHYSICIAN to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. PHYSICIAN is also bound by all requirements as contained in the solicitation package, all addenda to this package, and PHYSICIAN's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and

depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to PHYSICIAN.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN 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) PHYSICIAN shall supply all materials and services required by the Purchase Order, but in no event will PHYSICIAN be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, PHYSICIAN 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 PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN, 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 Human Resources Division
1101 E. 1st Street
Sanford, FL 32771

A copy of the invoice must be sent to:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(e) Upon review and approval of PHYSICIAN's invoice, COUNTY shall pay PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN and COUNTY. Total compensation to PHYSICIAN 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 PHYSICIAN. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) PHYSICIAN 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. PHYSICIAN shall make such materials available at PHYSICIAN'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, PHYSICIAN 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. PHYSICIAN is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by PHYSICIAN'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 PHYSICIAN, 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 PHYSICIAN to fulfill its obligations under this Agreement. Upon receipt of such notice, PHYSICIAN 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 PHYSICIAN in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, PHYSICIAN will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of PHYSICIAN 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, PHYSICIAN will be liable to COUNTY for all reasonable additional costs associated with PHYSICIAN's failure to fulfill its obligations under this Agreement.

(d) PHYSICIAN will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of PHYSICIAN, but PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN.

(e) If after notice of termination for PHYSICIAN's failure to fulfill its obligations under this Agreement it is determined that PHYSICIAN 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 PHYSICIAN, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by PHYSICIAN are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. PHYSICIAN 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. PHYSICIAN 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. PHYSICIAN warrants that it has not employed or retained any company or person other than a bona fide employee working solely for PHYSICIAN 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 PHYSICIAN, 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) PHYSICIAN 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) PHYSICIAN 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 PHYSICIAN 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. PHYSICIAN shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN's provision of materials or services under this Agreement caused by PHYSICIAN'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) PHYSICIAN, 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. PHYSICIAN 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) PHYSICIAN 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 PHYSICIAN will relieve PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then PHYSICIAN shall promptly provide to COUNTY such

additional information as COUNTY may reasonably request, and PHYSICIAN 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 PHYSICIAN or any other party.

(b) General Requirements.

(1) Before commencing work, PHYSICIAN 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, PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN.

(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 PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN.

(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 PHYSICIAN shall immediately notify COUNTY as soon as PHYSICIAN 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 PHYSICIAN has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PHYSICIAN will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PHYSICIAN, PHYSICIAN, at PHYSICIAN'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 PHYSICIAN 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) PHYSICIAN's insurance must cover PHYSICIAN 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 PHYSICIAN are as specified in Exhibit D.

(D) If PHYSICIAN asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, PHYSICIAN 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 PHYSICIAN, including PHYSICIAN, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PHYSICIAN's insurance must cover PHYSICIAN 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 PHYSICIAN'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 PHYSICIAN are as specified in Exhibit D.

(3) Business Auto Liability.

(A) PHYSICIAN's insurance must cover PHYSICIAN 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 PHYSICIAN does not own automobiles, PHYSICIAN 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 PHYSICIAN'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 PHYSICIAN are as specified in Exhibit D.

(4) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized

access and use; disclosure of COUNTY data, whether by PHYSICIAN or any subcontractor or cloud service provider used by PHYSICIAN; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a "claims-made" basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover PHYSICIAN, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by PHYSICIAN are as specified in Exhibit D.

(5) Professional Liability Insurance.

(A) PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by PHYSICIAN are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting PHYSICIAN's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by PHYSICIAN, COUNTY shall designate and advise PHYSICIAN 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, PHYSICIAN shall designate or appoint one or more representatives who are authorized to act on behalf of PHYSICIAN and bind PHYSICIAN 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 PHYSICIAN (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. PHYSICIAN is and will remain forever an independent CONTRACTOR with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by PHYSICIAN 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 PHYSICIAN not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) PHYSICIAN 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. PHYSICIAN 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, PHYSICIAN shall provide COUNTY with all requested public records in PHYSICIAN'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) PHYSICIAN specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) PHYSICIAN 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) PHYSICIAN 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) PHYSICIAN 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, PHYSICIAN shall transfer, at no cost to COUNTY, all public records in possession of PHYSICIAN, or keep and maintain public records required by COUNTY under this Agreement. If PHYSICIAN transfers all public records to COUNTY upon completion of this Agreement, PHYSICIAN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PHYSICIAN keeps and maintains the public records upon completion of this Agreement, PHYSICIAN 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 PHYSICIAN. PHYSICIAN may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF PHYSICIAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PHYSICIAN's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN.

Section 28. Patents and Royalties. Unless otherwise provided, PHYSICIAN is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. PHYSICIAN, 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 PHYSICIAN. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to PHYSICIAN. If such a claim is made, PHYSICIAN 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 PHYSICIAN and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a Copy to:

Seminole County Human Resources Division
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For PHYSICIAN:

Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care
2600 Westhall Lane, Box 300
Maitland, Florida 32751

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) PHYSICIAN 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 PHYSICIAN for engaging with or contracting for the services of any subcontractors under this Agreement, PHYSICIAN must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. PHYSICIAN 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 PHYSICIAN has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with PHYSICIAN, PHYSICIAN 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 PHYSICIAN otherwise complied with this

Section, COUNTY must promptly notify PHYSICIAN and order PHYSICIAN to immediately terminate its agreement with the subcontractor.

(c) PHYSICIAN 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, PHYSICIAN shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, PHYSICIAN 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, PHYSICIAN shall attest under penalty of perjury, that PHYSICIAN 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:

Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care

_____
Witness

By:_____

_____
Print Name

Robert Paswaters, Ed,D,
Print Name

_____
Witness

Vice President
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By:_____
Gladys Marrozos,
Procurement Administrator

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

As authorized for execution by the Board of County Commissioners at its _____, 20___, regular meeting.

05/16/2025
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Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit
Exhibit H- Americans with Disabilities Act Affidavit

EXHIBIT A

Scope of Services for *Fire Department Comprehensive Hands on Annual Physicals for Existing Fire Department Employees and Respirator Use Evaluations*

- Shall provide medical screening, evaluation, and management of medical services as outlined below.
- Shall be able to conduct follow-up testing (or refer the patient to an appropriate specialist for follow-up testing) in cases where abnormalities occur in routine physical examinations.
- Vendor shall conduct annual physical examinations of 500+/- employees. The physicals shall consist of testing as indicated for all physicals. The vendor shall submit a written report of findings uploaded and accessible to the patient and/or provide a physical copy at the conclusion of the physical.
- Shall have a working knowledge of the medical requirements for firefighters as contained in NFPA Standard 1582: STANDARD ON COMPREHENSIVE OCCUPATIONAL MEDICAL PROGRAM FOR FIRE DEPARTMENTS in order to assess fitness for duty.
- For non-workers' compensation cases, the physician shall report to the County the employee's ability to complete assigned work or limitations using physician-provided forms. Workers' compensation cases are typically handled through the County's third-party administrator, but the physician may be required to complete a DFS-F5-DWC-25 form should the case become workers' compensation eligible.
- Will provide a "fit for duty" form per NFPA 1582 to the Deputy Chief of Administration for each Fire Department employee required to have an annual physical.
- Annual assessments shall provide a thorough assessment of the employee's health, as well as recommendations for achieving and maintaining long-term health and managing medical risks.
- Perform respirator medical evaluations for employees required to wear respirators. The evaluation shall conform – at a minimum – to the applicable OSHA standard.
- Urine/drug screening will comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program, National Institute of Drug Abuse Compliance Standards, or other standards as approved by the County, and test for the substances and levels listed in the attached Seminole County Fire Department Drug Testing Schedule.
- Vendor shall provide Human Resources with a complete copy of all test forms, test results, and other documentation related to the physical in a sealed envelope, thumb drive or secured electronic communication.
- The annual exam will be in a location not to exceed 30 miles from the Fire Department Headquarters located at 150 Eslinger Sanford, FL 32773.
- All blood work will be collected prior to the employee's exam. The collections will be done at a central location in Seminole County chosen by the Fire Department and a schedule will be set up prior to the start date of the 1st physical to allow for processing of blood work. The Vendor may provide an alternate recommendation on the location for blood work collection. The Fire Department has the option to approve or deny this recommendation.
- The vendor will provide for each Fire Department employee covered by the annual examination the Biometric Measurement requirements set by the County. The results will be uploaded and accessible to the patient and/or a physical copy will be provided. The required form will be given to the selected vendor prior to the start of the annual physical cycle and is expected to be filled out by the Vendor.
- Student Health Evaluation forms may also be required to be signed by the Vendor to verify the employee's annual physical for EMT and/or Paramedic school purposes.

- Vendor is responsible for all additional costs not included on the pricing schedule
- Internet access will be provided if at a remote County site, however, if additional Wi-Fi is needed this cost will need to be included on the price schedule.

The annual physical shall include obtaining and retaining on file the following information per NFPA 1582 on the pricing sheet as well as:

1. The physical shall include all testing and/or services listed on the Comprehensive Hands on Physical Pricing sheet.
2. Physical exams include head, eyes with fundoscope, ears, nose, throat, neck, heart, chest, lungs, abdomen, extremities and back.
3. CBC With Differential/Platelet; Comp. Metabolic Panel (14); Lipid Panel With LDL/HDL Ratio; Heavy Metals Profile I, Blood; QuantiFERON-TB Gold Plus; Hemoglobin A1c; Testosterone-males; TSH; Hep B Surface Ab, Qual; Prostate-Specific Ag-males; HIV Ab/p24-optional for employee; Ag with Reflex; HCV Antibody; Cardiovascular Report; CA-125 (Ovarian Cancer Marker)-females; Venipuncture is included in cost.
4. Stress test (Treadmill) considering the following: Patient's age, gender, symptom classification, patient weight, systolic blood pressure, cholesterol level, tobacco use status, glucose intolerance, Measuring the following: resting duration, exercise duration, peak heart rate, systolic pressure (peak), pressure rate product, exertional hypertension including symptoms, minutes to onset, heart rate at onset, arrhythmia, electrocardiography, and provider interpretation with summary of patient's results.
5. Urinalysis (Urine Dipstick) to check for color, clarity, leukocytes, nitrites, Specific Gravity, PH, protein, glucose, ketones, urobilinogen, bilirubin and blood.
6. A urine/drug screening as listed in Exhibit A. Note: Urine/drug screening should comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program. National Institute of Drug Abuse Compliance Standards or other standards as approved by the County.

EXHIBIT A

Scope of Services for *Fire Department Pre-employment, Return to Work Physicals, Respirator Use Evaluations*

- Shall provide medical screening, evaluation, and management of medical services as outlined below.
- Shall conduct pre-employment physicals for prospective firefighters, DOT Medical Exam and Commercial Motor Vehicle Certification, and physicals for other new-hire County employees. The physicals shall consist of testing as indicated on exhibits attached Scope of Services. For all physicals, the vendor shall submit a written report of findings by certified mail to the employee's mailing address.
- Shall have a working knowledge of the medical requirements for firefighters as contained in NFPA Standard 1582: STANDARD ON COMPREHENSIVE OCCUPATIONAL MEDICAL PROGRAM FOR FIRE DEPARTMENTS in order to assess firefighter fitness for duty.
- Shall have a working knowledge of the Federal Motor Carrier Safety Administration Department of Transportation medical and recordkeeping requirements for DOT Medical Exams and Commercial Motor Vehicle Certification.
- The physician shall report to the County the employee's ability to complete assigned work or limitations using physician-provided forms, or, in the case of a DOT Medical Exam, a Medical Examiner's Certificate
- For pre-employment physicals, the vendor may be required to provide certification of pre-existing conditions relating to tuberculosis, heart disease, or hypertension.
- Perform respirator medical evaluations for employees required to wear respirators. The evaluation shall conform – at a minimum – to the applicable OSHA standard.
- Urine/drug screening shall comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program, National Institute of Drug Abuse Compliance Standards, or other standards as approved by the County, and test for the substances and levels listed in the attached Seminole County Fire Department Drug Testing Schedule.
- Vendor shall provide Human Resources a complete copy of all test forms, test results, and other documentation related to the physical in a sealed envelope, thumb drive or secured electronic communication.
- The pre employment exam will be in a location not to exceed 30 miles from the Fire Department Headquarters located at 150 Eslinger Sanford, FL 32773.
- Vendor is responsible for all additional costs not included on the pricing schedule.
- Internet access will be provided if at a remote County site, however, if additional Wi-Fi is needed this cost will need to be included on the price schedule.
- Medical Examination Plan "E" Commercial Motor Vehicle Driver
    - Federal Motor Carrier Safety Administration Department of Transportation (DOT) physical examination including all components required to complete a Medical Examiner's Certificate.

EXHIBIT A

A physical examination for new employees hired for services in the Fire Department. The physical shall include obtaining and retaining on file the following information per NFPA 1582:

1. The physical shall include all testing and/or services listed on the pricing sheet.
2. Physical exams include head, eyes with fundoscope, ears, nose, throat, neck, heart, chest, lungs, abdomen, extremities and back.
3. CBC With Differential/Platelet; Comp. Metabolic Panel (14); Lipid Panel With LDL/HDL Ratio; Heavy Metals Profile I, Blood; QuantiFERON-TB Gold Plus; Hemoglobin A1c; Testosterone-males; TSH; Hep B Surface Ab, Qual; Prostate-Specific Ag-males; HIV Ab/p24-optional for employee; Ag with Reflex; HCV Antibody; Cardiovascular Report; CA-125 (Ovarian Cancer Marker)-females; Venipuncture is included in cost.
4. Stress test (Treadmill) considering the following: Patient's age, gender, symptom classification, patient weight, systolic blood pressure, cholesterol level, tobacco use status, glucose intolerance, Measuring the following: resting duration, exercise duration, peak heart rate, systolic pressure (peak), pressure rate product, exertional hypertension including symptoms, minutes to onset, heart rate at onset, arrhythmia, electrocardiography, and provider interpretation with summary of patient's results.
5. Urinalysis (Urine Dipstick) to check for color, clarity, leukocytes, nitrites, Specific Gravity, PH, protein, glucose, ketones, urobilinogen, bilirubin and blood. A urine/drug screening as listed in Exhibit A. Note: Urine/drug screening should comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program. National Institute of Drug Abuse Compliance Standards or other standards as approved by the County.
6. A urine/drug screening as listed in Exhibit A. Note: Urine/drug screening should comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program. National Institute of Drug Abuse Compliance Standards or other standards as approved by the County.
7. Shall document such visible tattoos by written description and/or photographic record sufficient to identify their location and general appearance. This documentation is collected solely for administrative review to determine compliance with the department's Grooming and Appearance Standards. The documentation of tattoos is not a medical evaluation, diagnosis, or determination of fitness for duty, and the physician shall not assess, interpret, or render an opinion regarding policy compliance or content of any tattoo.

EXHIBIT A
SUBSTANCE ABUSE TESTING

Initial Test Analyte	**Initial Test Cutoff Concentration**	**Confirmatory Test Analyte**	**Confirmatory Test Cutoff Concentration**
Marijuana metabolites	50 ng/mL	THCA[1]	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoylecgonine	100 ng/mL
Opiate Metabolites			
Codeine/Morphine[2]	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines[3]			
AMP/MAMP[4]	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine[5]	250 ng/mL
MDMA[6]			
	500 ng/mL	MDMA	250 ng/mL
		MDA[7]	250 ng/mL
		MDEA[8]	250 ng/mL

EXHIBIT B

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care

Line Item	Description	Unit of Measure	Unit Cost
	Annual Physical		
Service			
1	Comprehensive Hands On Physical	Per Person	$865.00
2	Total Price Hazardous Materials Physical Examination	Per Person	$1,025.00
3	Patient Accessible EMR System (if additional cost)	Each	$0.00
Items Included in Comprehensive Hands on Physical			
4	QuantiFeron Gold TB Blood Test	Each	$85.00
5	Medical & Occupational/Environmental Questionnaire	Each	$0.00
6	Comprehensive Hands-On Physical Exam	Each	$100.00
7	Vital Signs: Height, Body Weight & Composition, Blood Pressure, Pulse	Each	$0.00
8	Behavioral Health Evaluation - Epworth Sleep, PCL-5, PHQ-9	Each	$0.00
9	Urinalysis	Each	$5.00
10	Audiogram	Each	$25.00
11	Titmus Occupational Vision Exam	Each	$16.00
12	Breast Exam with Self-Exam education	Each	$0.00
13	Personal Consultation with review of testing results	Each	$0.00
14	Comprehensive Blood Chemistry/Labs	Each	$234.00
15	Echocardiogram (Heart Ultrasound)	Each	$150.00
16	Carotid Arteries Ultrasound	Each	$0.00
17	Aorta and Aortic Valve Ultrasounds	Each	$0.00
18	Liver Ultrasound	Each	$0.00
19	Gall Bladder Ultrasound	Each	$0.00
20	Kidneys Ultrasound	Each	$0.00
21	Spleen Ultrasound	Each	$0.00
22	Bladder Ultrasound	Each	$0.00
23	Thyroid Ultrasound	Each	$0.00
24	Men: Prostate and Testicular Ultrasounds	Each	$0.00
25	Women: Ovaries and Uterus Ultrasounds	Each	$0.00
26	Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)	Each	$190.00
27	EKG, 12 Lead	Each	$0.00
28	Spirometry, PFT with OSHA Respirator Medical Clearance	Each	$25.00
29	Fitness tests for muscular strength & endurance	Each	$0.00
30	VO2 Max Calc for Aerobic Capacity	Each	$0.00

31	Personal Fitness Rx	Each	$0.00
32	Drug Screen, I CUP - 7 Panel - Attachment D	Each	$35.00
Hazardous Materials Physical Examination			
33	GGT	Each	$30.00
34	Thyroid Screen (T3, T4, T7)	Each	$28.00
35	Reticulocyte Count	Each	$8.00
36	Free Erythrocyte Protoporphyrin	Each	$22.00
37	Cholinesterase Serum and Plasma	Each	$72.00
38	Alanine Aminotransferase (ALAT)	Each	$0.00
39	Aspartate Aminotransferase	Each	$0.00
Optional Test Available			
40	Medical Review Officer (MRO) as indicated/secondary review	Each	$175.00
41	Chest X-Ray, 2 view with radiologist review (included)	Each	$60.00
42	HIV Test, Gen 4	Each	$50.00
43	Phlebotomist (Blood Draw) Fee	Each	$20.00
44	Rectal Exam to Include Hemoccult Stool Test for Colon Cancer Screening	Each	$15.00
Pre-Employment and Return to Work			
Service			
45	Total Price for Comprehensive Hands On Physical	Per Person	$100.00
46	Patient Accessible EMR System (if additional cost)	Each	$0.00
Items Included in Comprehensive Hands On Physical			
47	QuantiFeron Gold TB Blood Test	Each	$85.00
48	Medical & Occupational/Environmental Questionnaire	Each	$0.00
49	Comprehensive Hands-On Physical Exam	Each	$100.00
50	Vital Signs: Height, Body Weight & Composition, Blood Pressure, Pulse	Each	$0.00
51	Behavioral Health Evaluation - Epworth Sleep, PCL-5, PHQ-9	Each	$0.00
52	Urinalysis	Each	$5.00
53	Audiogram	Each	$25.00
54	Titmus Occupational Vision Exam	Each	$16.00
55	Breast Exam with Self-Exam education	Each	$0.00
56	Personal Consultation with review of testing results	Each	$0.00
57	Comprehensive Blood Chemistry/Labs	Each	$234.00
58	Echocardiogram (Heart Ultrasound)	Each	$150.00
59	Carotid Arteries Ultrasound	Each	$0.00
60	Aorta and Aortic Valve Ultrasounds	Each	$0.00
61	Liver Ultrasound	Each	$0.00
62	Gall Bladder Ultrasound	Each	$0.00
63	Kidneys Ultrasound	Each	$0.00

64	Spleen Ultrasound	Each	$0.00
65	Bladder Ultrasound	Each	$0.00
66	Thyroid Ultrasound	Each	$0.00
67	Men: Prostate and Testicular Ultrasounds	Each	$0.00
68	Women: Ovaries and Uterus Ultrasounds	Each	$0.00
69	Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)	Each	$190.00
70	EKG, 12 Lead	Each	$0.00
71	Spirometry, PFT with OSHA Respirator Medical Clearance	Each	$25.00
72	Fitness tests for muscular strength & endurance	Each	$0.00
73	VO2 Max Calc for Aerobic Capacity	Each	$0.00
74	Personal Fitness Rx	Each	$0.00
75	Drug Screen, I CUP - 7 Panel - Attachment D	Each	$35.00
Optional Test Available			
76	Medical Review Officer (MRO) as indicated/secondary review	Each	$175.00
77	Chest X-Ray, 2 view with radiologist review (included)	Each	$60.00
78	HIV Test, Gen 4	Each	$50.00
79	Phlebotomist (Blood Draw) Fee	Each	$0.00
80	Rectal Exam to Include Hemoccult Stool Test for Colon Cancer Screening	Each	$15.00
Additional Services			
81	Fit for Duty/Return to Work - Simple (Up to 15 Minutes)	Each	$90.00
82	Fit for Duty/Return to Work - Moderate (15-45 Minutes)	Each	$195.00
83	Fit for Duty/Return to Work - Complex (45 + Minutes)	Each	$300.00
Ala Carte Service			
84	PFT/Spirometry	Each	$25.00
85	Titmus	Each	$16.00
86	U/A Dip	Each	$5.00
87	TB/PPD	Each	$20.00
88	Comprehensive Metabolic Panel (CMET) - Including (Glucose, Sodium, Chloride, Potassium, BUN, Creatinine, Calcium, Alkaline Phosphatase, Total Protein, Albium, Globulin, AVG Ratio)	Each	$16.00
89	Uric Acid	Each	$24.00
90	Inorganic Phosphorus	Each	$8.00
91	SGOT	Each	$0.00
92	SGPT	Each	$0.00
93	LDH	Each	$5.00
94	Thyroxin (T4)	Each	$8.00
95	Lipid - Including (Cholesterol, Triglycerides, HDL Cholesterol, LDL Cholesterol, VLDL Cholesterol, Total Cholesterol)	Each	$20.00
96	CBC (HEMGPD) - Hemogram	Each	$16.00

EXHIBIT C

97	Hepatitus B Screening	Each	$0.00
98	Hep B Titer (HBSAB) and Hep B Titer (HBSAG)	Each	$50.00
99	Hepatitis C Screen (HEPCG)	Each	$35.00
100	MMR Titers - Measels	Each	$0.00
101	MMR Titers - Mumps	Each	$35.00
102	MMR Titers - Rubella	Each	$35.00
103	Rubeola	Each	$35.00
104	Stress Test - Treadmill - including Resting EKG	Each	$190.00
105	Urine/Drug Screen	Each	$35.00
106	PSA	Each	$25.00
107	Audiometry	Each	$25.00
108	Ultrasound Imaging - Including (Echocardiogram, Carotid Arteries, Aorta and Aortic Valve, Liver, Pancreas, Gall Bladder, Kidneys and Spleen)	Each	$150.00
109	Testosterone Levels	Each	$25.00
110	CA-125 Ovarian Cancer Markers	Each	$25.00
111	DOT Physical	Each	$75.00
112	U/A Dip	Each	$5.00

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

IFB-5187-26 FIRE DEPARTMENT PHYSICIAN SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Professional Liability:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate

E. Cyber Liability & Technology E&O:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate

~~ End Exhibit D~~

EXHIBIT E

Agreement Name: Fire Department Physician Services

Agreement Number: RFP-5187-26/RLH

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-5187-26/RLH 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 17th day of March, 2026.

Consultant Name

By: AdventHealth Centra Care
Print/Type Name: Robert Paswaters, Ed.D.
Title: VP/ COO

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 19th day of March, 2026, by Robert Paswaters (Full Name of Affiant).

JANDIE GILL
MY COMMISSION # HH 722594
EXPIRES: October 6, 2029

Print/Type Name Jandie Gill
Notary Public in and for the County
and State Aforementioned
My commission expires: Oct. 6, 2029

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: Robert Paswaters Ed.D.

Title: VP/COO

Signature:

Date: 3/17/2026

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP-5187-26/RLH

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 AdventHealth Central Care ("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

3/17/2026
Date

Robert Paswaters, COO/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 19 day of March, 2026, by Robert Paswaters, as VP/COO, 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: Jandie Gill
My commission expires: Oct. 6, 2029

JANDIE GILL
MY COMMISSION # HH 722594
EXPIRES: October 6, 2029

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: AdventHealth Centra Care

Signature: _____

Printed Name: Robert Paswaters Ed.D.

Title: VP/COO

Date: 3/17/2026

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 19 day of March, 2026, by Robert Paswaters.

(name of person making statement)

JANDIE GILL
MY COMMISSION # HH 722594
EXPIRES: October 6, 2029

Signature of Notary Public

Jandie Gill

Print/Type/Stamp Commissioned Name of Notary Public

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced: _____

TERM CONTRACT FOR FIRE DEPARTMENT PHYSICIAN SERVICES
(RFP-5187-26/RLH)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers**, duly authorized to conduct business in the State of Florida, whose address is 1011 North MacDill Ave, Tampa, Florida 33607, in this Agreement referred to as "PHYSICIAN", 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 physician to provide Fire Department physician services for physicals for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of PHYSICIANs; and

WHEREAS, PHYSICIAN 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 PHYSICIAN agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains PHYSICIAN to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. PHYSICIAN is also bound by all requirements as contained in the solicitation package, all addenda to this package, and PHYSICIAN'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 PHYSICIAN.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN 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) PHYSICIAN shall supply all materials and services required by the Purchase Order, but in no event will PHYSICIAN be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, PHYSICIAN 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 PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN, 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 Human Resources Division
1101 E. 1st Street
Sanford, FL 32771

A copy of the invoice must be sent to:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(e) Upon review and approval of PHYSICIAN's invoice, COUNTY shall pay PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN and

COUNTY. Total compensation to PHYSICIAN 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 PHYSICIAN. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) PHYSICIAN 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. PHYSICIAN shall make such materials available at PHYSICIAN'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, PHYSICIAN 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. PHYSICIAN is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by PHYSICIAN'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 PHYSICIAN, 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 PHYSICIAN to fulfill its obligations under

this Agreement. Upon receipt of such notice, PHYSICIAN 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 PHYSICIAN in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, PHYSICIAN will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of PHYSICIAN 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, PHYSICIAN will be liable to COUNTY for all reasonable additional costs associated with PHYSICIAN's failure to fulfill its obligations under this Agreement.

(d) PHYSICIAN will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of PHYSICIAN, but PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN.

(e) If after notice of termination for PHYSICIAN's failure to fulfill its obligations under this Agreement it is determined that PHYSICIAN 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 PHYSICIAN, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by PHYSICIAN are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. PHYSICIAN 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. PHYSICIAN 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. PHYSICIAN warrants that it has not employed or retained any company or person other than a bona fide employee working solely for PHYSICIAN 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 PHYSICIAN, 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) PHYSICIAN 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) PHYSICIAN 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 PHYSICIAN 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. PHYSICIAN shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN's provision of materials or services under this Agreement caused by PHYSICIAN'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) PHYSICIAN, 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. PHYSICIAN 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) PHYSICIAN 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 PHYSICIAN will relieve PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then PHYSICIAN shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and PHYSICIAN 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 PHYSICIAN or any other party.

(b) General Requirements.

(1) Before commencing work, PHYSICIAN 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, PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN.

(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 PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN.

(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 PHYSICIAN shall immediately notify COUNTY as soon as PHYSICIAN 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 PHYSICIAN has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, PHYSICIAN will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of PHYSICIAN, PHYSICIAN, at PHYSICIAN'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 PHYSICIAN 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) PHYSICIAN's insurance must cover PHYSICIAN 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 PHYSICIAN are as specified in Exhibit D.

(D) If PHYSICIAN asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, PHYSICIAN 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 PHYSICIAN, including PHYSICIAN, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) PHYSICIAN's insurance must cover PHYSICIAN 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 PHYSICIAN'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 PHYSICIAN are as specified in Exhibit D.

(3) Business Auto Liability.

(A) PHYSICIAN's insurance must cover PHYSICIAN 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 PHYSICIAN does not own automobiles, PHYSICIAN 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 PHYSICIAN'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 PHYSICIAN are as specified in Exhibit D.

(4) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized

access and use; disclosure of COUNTY data, whether by PHYSICIAN or any subcontractor or cloud service provider used by PHYSICIAN; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a "claims-made" basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover PHYSICIAN, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by PHYSICIAN are as specified in Exhibit D.

(5) Professional Liability Insurance.

(A) PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by PHYSICIAN are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting PHYSICIAN's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, PHYSICIAN 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 PHYSICIAN 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 PHYSICIAN.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by PHYSICIAN, COUNTY shall designate and advise PHYSICIAN 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, PHYSICIAN shall designate or appoint one or more representatives who are authorized to act on behalf of PHYSICIAN and bind PHYSICIAN 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 PHYSICIAN (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. PHYSICIAN is and will remain forever an independent CONTRACTOR with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by PHYSICIAN 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 PHYSICIAN not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) PHYSICIAN 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. PHYSICIAN 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, PHYSICIAN shall provide COUNTY with all requested public records in PHYSICIAN'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) PHYSICIAN specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) PHYSICIAN 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) PHYSICIAN 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) PHYSICIAN 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, PHYSICIAN shall transfer, at no cost to COUNTY, all public records in possession of PHYSICIAN, or keep and maintain public records required by COUNTY under this Agreement. If PHYSICIAN transfers all public records to COUNTY upon completion of this Agreement, PHYSICIAN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PHYSICIAN keeps and maintains the public records upon completion of this Agreement, PHYSICIAN 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 PHYSICIAN. PHYSICIAN may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF PHYSICIAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PHYSICIAN's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PHYSICIAN 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, PHYSICIAN 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 PHYSICIAN.

Section 28. Patents and Royalties. Unless otherwise provided, PHYSICIAN is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. PHYSICIAN, 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 PHYSICIAN. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to PHYSICIAN. If such a claim is made, PHYSICIAN 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 PHYSICIAN and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a Copy to:

Seminole County Human Resources Division
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For PHYSICIAN:

Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers
1011 North MacDill Ave
Tampa, FL 33607

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) PHYSICIAN 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 PHYSICIAN for engaging with or contracting for the services of any subcontractors under this Agreement, PHYSICIAN must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. PHYSICIAN 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 PHYSICIAN has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with PHYSICIAN, PHYSICIAN 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 PHYSICIAN otherwise complied with this

Section, COUNTY must promptly notify PHYSICIAN and order PHYSICIAN to immediately terminate its agreement with the subcontractor.

(c) PHYSICIAN 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, PHYSICIAN shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, PHYSICIAN 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, PHYSICIAN shall attest under penalty of perjury, that PHYSICIAN 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:

Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers

_____
Witness

By:_____

_____
Print Name

Chief Todd LeDuc, Ret.
Print Name

_____
Witness

CEO
Title

_____
Print Name

_____
Date

SEMINOLE COUNTY, FLORIDA

_____
Witness

By:_____
Gladys Marrozos,
Procurement Administrator

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

As authorized for execution by the Board of County Commissioners at its _____, 20___, regular meeting.

05/16/2025
T:\Users\alanius\Templates\5.16.24 Purchasing template IFB-RFP Term Contract-No Attorney Signature- Materials&Services.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit
Exhibit H- Americans with Disabilities Act Affidavit

EXHIBIT A

Scope of Services for *Fire Department Comprehensive Hands on Annual Physicals for Existing Fire Department Employees and Respirator Use Evaluations*

- Shall provide medical screening, evaluation, and management of medical services as outlined below.
- Shall be able to conduct follow-up testing (or refer the patient to an appropriate specialist for follow-up testing) in cases where abnormalities occur in routine physical examinations.
- Vendor shall conduct annual physical examinations of 500+/- employees. The physicals shall consist of testing as indicated for all physicals. The vendor shall submit a written report of findings uploaded and accessible to the patient and/or provide a physical copy at the conclusion of the physical.
- Shall have a working knowledge of the medical requirements for firefighters as contained in NFPA Standard 1582: STANDARD ON COMPREHENSIVE OCCUPATIONAL MEDICAL PROGRAM FOR FIRE DEPARTMENTS in order to assess fitness for duty.
- For non-workers' compensation cases, the physician shall report to the County the employee's ability to complete assigned work or limitations using physician-provided forms. Workers' compensation cases are typically handled through the County's third-party administrator, but the physician may be required to complete a DFS-F5-DWC-25 form should the case become workers' compensation eligible.
- Will provide a "fit for duty" form per NFPA 1582 to the Deputy Chief of Administration for each Fire Department employee required to have an annual physical.
- Annual assessments shall provide a thorough assessment of the employee's health, as well as recommendations for achieving and maintaining long-term health and managing medical risks.
- Perform respirator medical evaluations for employees required to wear respirators. The evaluation shall conform – at a minimum – to the applicable OSHA standard.
- Urine/drug screening will comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program, National Institute of Drug Abuse Compliance Standards, or other standards as approved by the County, and test for the substances and levels listed in the attached Seminole County Fire Department Drug Testing Schedule.
- Vendor shall provide Human Resources with a complete copy of all test forms, test results, and other documentation related to the physical in a sealed envelope, thumb drive or secured electronic communication.
- The annual exam will be in a location not to exceed 30 miles from the Fire Department Headquarters located at 150 Eslinger Sanford, FL 32773.
- All blood work will be collected prior to the employee's exam. The collections will be done at a central location in Seminole County chosen by the Fire Department and a schedule will be set up prior to the start date of the 1st physical to allow for processing of blood work. The Vendor may provide an alternate recommendation on the location for blood work collection. The Fire Department has the option to approve or deny this recommendation.
- The vendor will provide for each Fire Department employee covered by the annual examination the Biometric Measurement requirements set by the County. The results will be uploaded and accessible to the patient and/or a physical copy will be provided. The required form will be given to the selected vendor prior to the start of the annual physical cycle and is expected to be filled out by the Vendor.
- Student Health Evaluation forms may also be required to be signed by the Vendor to verify the employee's annual physical for EMT and/or Paramedic school purposes.

- Vendor is responsible for all additional costs not included on the pricing schedule
- Internet access will be provided if at a remote County site, however, if additional Wi-Fi is needed this cost will need to be included on the price schedule.

The annual physical shall include obtaining and retaining on file the following information per NFPA 1582 on the pricing sheet as well as:

1. The physical shall include all testing and/or services listed on the Comprehensive Hands on Physical Pricing sheet.
2. Physical exams include head, eyes with fundoscope, ears, nose, throat, neck, heart, chest, lungs, abdomen, extremities and back.
3. CBC With Differential/Platelet; Comp. Metabolic Panel (14); Lipid Panel With LDL/HDL Ratio; Heavy Metals Profile I, Blood; QuantiFERON-TB Gold Plus; Hemoglobin A1c; Testosterone-males; TSH; Hep B Surface Ab, Qual; Prostate-Specific Ag-males; HIV Ab/p24-optional for employee; Ag with Reflex; HCV Antibody; Cardiovascular Report; CA-125 (Ovarian Cancer Marker)-females; Venipuncture is included in cost.
4. Stress test (Treadmill) considering the following: Patient's age, gender, symptom classification, patient weight, systolic blood pressure, cholesterol level, tobacco use status, glucose intolerance, Measuring the following: resting duration, exercise duration, peak heart rate, systolic pressure (peak), pressure rate product, exertional hypertension including symptoms, minutes to onset, heart rate at onset, arrhythmia, electrocardiography, and provider interpretation with summary of patient's results.
5. Urinalysis (Urine Dipstick) to check for color, clarity, leukocytes, nitrites, Specific Gravity, PH, protein, glucose, ketones, urobilinogen, bilirubin and blood.
6. A urine/drug screening as listed in Exhibit A. Note: Urine/drug screening should comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program. National Institute of Drug Abuse Compliance Standards or other standards as approved by the County.

EXHIBIT A

Scope of Services for *Fire Department Pre-employment, Return to Work Physicals, Respirator Use Evaluations*

- Shall provide medical screening, evaluation, and management of medical services as outlined below.
- Shall conduct pre-employment physicals for prospective firefighters, DOT Medical Exam and Commercial Motor Vehicle Certification, and physicals for other new-hire County employees. The physicals shall consist of testing as indicated on exhibits attached Scope of Services. For all physicals, the vendor shall submit a written report of findings by certified mail to the employee's mailing address.
- Shall have a working knowledge of the medical requirements for firefighters as contained in NFPA Standard 1582: STANDARD ON COMPREHENSIVE OCCUPATIONAL MEDICAL PROGRAM FOR FIRE DEPARTMENTS in order to assess firefighter fitness for duty.
- Shall have a working knowledge of the Federal Motor Carrier Safety Administration Department of Transportation medical and recordkeeping requirements for DOT Medical Exams and Commercial Motor Vehicle Certification.
- The physician shall report to the County the employee's ability to complete assigned work or limitations using physician-provided forms, or, in the case of a DOT Medical Exam, a Medical Examiner's Certificate
- For pre-employment physicals, the vendor may be required to provide certification of pre-existing conditions relating to tuberculosis, heart disease, or hypertension.
- Perform respirator medical evaluations for employees required to wear respirators. The evaluation shall conform – at a minimum – to the applicable OSHA standard.
- Urine/drug screening shall comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program, National Institute of Drug Abuse Compliance Standards, or other standards as approved by the County, and test for the substances and levels listed in the attached Seminole County Fire Department Drug Testing Schedule.
- Vendor shall provide Human Resources a complete copy of all test forms, test results, and other documentation related to the physical in a sealed envelope, thumb drive or secured electronic communication.
- The pre employment exam will be in a location not to exceed 30 miles from the Fire Department Headquarters located at 150 Eslinger Sanford, FL 32773.
- Vendor is responsible for all additional costs not included on the pricing schedule.
- Internet access will be provided if at a remote County site, however, if additional Wi-Fi is needed this cost will need to be included on the price schedule.
- Medical Examination Plan "E" Commercial Motor Vehicle Driver
    - Federal Motor Carrier Safety Administration Department of Transportation (DOT) physical examination including all components required to complete a Medical Examiner's Certificate.

EXHIBIT A

A physical examination for new employees hired for services in the Fire Department. The physical shall include obtaining and retaining on file the following information per NFPA 1582:

1. The physical shall include all testing and/or services listed on the pricing sheet.
2. Physical exams include head, eyes with fundoscope, ears, nose, throat, neck, heart, chest, lungs, abdomen, extremities and back.
3. CBC With Differential/Platelet; Comp. Metabolic Panel (14); Lipid Panel With LDL/HDL Ratio; Heavy Metals Profile I, Blood; QuantiFERON-TB Gold Plus; Hemoglobin A1c; Testosterone-males; TSH; Hep B Surface Ab, Qual; Prostate-Specific Ag-males; HIV Ab/p24-optional for employee; Ag with Reflex; HCV Antibody; Cardiovascular Report; CA-125 (Ovarian Cancer Marker)-females; Venipuncture is included in cost.
4. Stress test (Treadmill) considering the following: Patient's age, gender, symptom classification, patient weight, systolic blood pressure, cholesterol level, tobacco use status, glucose intolerance, Measuring the following: resting duration, exercise duration, peak heart rate, systolic pressure (peak), pressure rate product, exertional hypertension including symptoms, minutes to onset, heart rate at onset, arrhythmia, electrocardiography, and provider interpretation with summary of patient's results.
5. Urinalysis (Urine Dipstick) to check for color, clarity, leukocytes, nitrites, Specific Gravity, PH, protein, glucose, ketones, urobilinogen, bilirubin and blood. A urine/drug screening as listed in Exhibit A. Note: Urine/drug screening should comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program. National Institute of Drug Abuse Compliance Standards or other standards as approved by the County.
6. A urine/drug screening as listed in Exhibit A. Note: Urine/drug screening should comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program. National Institute of Drug Abuse Compliance Standards or other standards as approved by the County.
7. Shall document such visible tattoos by written description and/or photographic record sufficient to identify their location and general appearance. This documentation is collected solely for administrative review to determine compliance with the department's Grooming and Appearance Standards. The documentation of tattoos is not a medical evaluation, diagnosis, or determination of fitness for duty, and the physician shall not assess, interpret, or render an opinion regarding policy compliance or content of any tattoo.

EXHIBIT A
SUBSTANCE ABUSE TESTING

Initial Test Analyte	**Initial Test Cutoff Concentration**	**Confirmatory Test Analyte**	**Confirmatory Test Cutoff Concentration**
Marijuana metabolites	50 ng/mL	THCA[1]	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoylecgonine	100 ng/mL
Opiate Metabolites			
Codeine/Morphine[2]	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines[3]			
AMP/MAMP[4]	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine[5]	250 ng/mL
MDMA[6]			
	500 ng/mL	MDMA	250 ng/mL
		MDA[7]	250 ng/mL
		MDEA[8]	250 ng/mL

EXHIBIT B

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT B

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT C

CONTRACT PRICING

Life Extension Clinics, Inc.

Line Item	Description	Unit of Measure	Unit Cost
	Annual Physical		
Service			
1	Comprehensive Hands On Physical	Per Person	$1,080.00
2	Total Price Hazardous Materials Physical Examination	Per Person	$1,325.00
3	Patient Accessible EMR System (if additional cost)	Each	$0.00
Items Included in Comprehensive Hands on Physical			
4	QuantiFeron Gold TB Blood Test	Each	$0.00
5	Medical & Occupational/Environmental Questionnaire	Each	$0.00
6	Comprehensive Hands-On Physical Exam	Each	$0.00
7	Vital Signs: Height, Body Weight & Composition, Blood Pressure, Pulse	Each	$0.00
8	Behavioral Health Evaluation - Epworth Sleep, PCL-5, PHQ-9	Each	$0.00
9	Urinalysis	Each	$0.00
10	Audiogram	Each	$0.00
11	Titmus Occupational Vision Exam	Each	$0.00
12	Breast Exam with Self-Exam education	Each	$0.00
13	Personal Consultation with review of testing results	Each	$0.00
14	Comprehensive Blood Chemistry/Labs	Each	$0.00
15	Echocardiogram (Heart Ultrasound)	Each	$0.00
16	Carotid Arteries Ultrasound	Each	$0.00
17	Aorta and Aortic Valve Ultrasounds	Each	$0.00
18	Liver Ultrasound	Each	$0.00
19	Gall Bladder Ultrasound	Each	$0.00
20	Kidneys Ultrasound	Each	$0.00
21	Spleen Ultrasound	Each	($1.00)
22	Bladder Ultrasound	Each	$0.00
23	Thyroid Ultrasound	Each	$0.00
24	Men: Prostate and Testicular Ultrasounds	Each	$0.00
25	Women: Ovaries and Uterus Ultrasounds	Each	$0.00
26	Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)	Each	$0.00
27	EKG, 12 Lead	Each	$0.00
28	Spirometry, PFT with OSHA Respirator Medical Clearance	Each	$0.00
29	Fitness tests for muscular strength & endurance	Each	$0.00
30	VO2 Max Calc for Aerobic Capacity	Each	$0.00

31	Personal Fitness Rx	Each	$0.00
32	Drug Screen, I CUP - 7 Panel - Attachment D	Each	$0.00
Hazardous Materials Physical Examination			
33	GGT	Each	$0.00
34	Thyroid Screen (T3, T4, T7)	Each	$0.00
35	Reticulocyte Count	Each	$0.00
36	Free Erythrocyte Protoporphyrin	Each	$0.00
37	Cholinesterase Serum and Plasma	Each	$0.00
38	Alanine Aminotransferase (ALAT)	Each	$0.00
39	Aspartate Aminotransferase	Each	($2.00)
Optional Test Available			
40	Medical Review Officer (MRO) as indicated/secondary review	Each	$145.00
41	Chest X-Ray, 2 view with radiologist review (included)	Each	$90.00
42	HIV Test, Gen 4	Each	$30.00
43	Phlebotomist (Blood Draw) Fee	Each	$32.00
44	Rectal Exam to Include Hemoccult Stool Test for Colon Cancer Screening	Each	$0.00
Pre-Employment and Return to Work			
Service			
45	Total Price for Comprehensive Hands On Physical	Per Person	$0.00
46	Patient Accessible EMR System (if additional cost)	Each	$0.00
Items Included in Comprehensive Hands On Physical			
47	QuantiFeron Gold TB Blood Test	Each	$0.00
48	Medical & Occupational/Environmental Questionnaire	Each	$0.00
49	Comprehensive Hands-On Physical Exam	Each	$0.00
50	Vital Signs: Height, Body Weight & Composition, Blood Pressure, Pulse	Each	($2.00)
51	Behavioral Health Evaluation - Epworth Sleep, PCL-5, PHQ-9	Each	$0.00
52	Urinalysis	Each	$0.00
53	Audiogram	Each	$0.00
54	Titmus Occupational Vision Exam	Each	$0.00
55	Breast Exam with Self-Exam education	Each	$0.00
56	Personal Consultation with review of testing results	Each	$0.00
57	Comprehensive Blood Chemistry/Labs	Each	$0.00
58	Echocardiogram (Heart Ultrasound)	Each	$0.00
59	Carotid Arteries Ultrasound	Each	$0.00
60	Aorta and Aortic Valve Ultrasounds	Each	$0.00
61	Liver Ultrasound	Each	$0.00
62	Gall Bladder Ultrasound	Each	$0.00
63	Kidneys Ultrasound	Each	$0.00

64	Spleen Ultrasound	Each	$0.00
65	Bladder Ultrasound	Each	$0.00
66	Thyroid Ultrasound	Each	$0.00
67	Men: Prostate and Testicular Ultrasounds	Each	$0.00
68	Women: Ovaries and Uterus Ultrasounds	Each	$0.00
69	Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)	Each	$0.00
70	EKG, 12 Lead	Each	$0.00
71	Spirometry, PFT with OSHA Respirator Medical Clearance	Each	$0.00
72	Fitness tests for muscular strength & endurance	Each	$0.00
73	VO2 Max Calc for Aerobic Capacity	Each	$0.00
74	Personal Fitness Rx	Each	$0.00
75	Drug Screen, I CUP - 7 Panel - Attachment D	Each	$0.00
Optional Test Available			
76	Medical Review Officer (MRO) as indicated/secondary review	Each	$145.00
77	Chest X-Ray, 2 view with radiologist review (included)	Each	$97.00
78	HIV Test, Gen 4	Each	$0.00
79	Phlebotomist (Blood Draw) Fee	Each	$0.00
80	Rectal Exam to Include Hemoccult Stool Test for Colon Cancer Screening	Each	$0.00
Additional Services			
81	Fit for Duty/Return to Work - Simple (Up to 15 Minutes)	Each	$0.00
82	Fit for Duty/Return to Work - Moderate (15-45 Minutes)	Each	$0.00
83	Fit for Duty/Return to Work - Complex (45 + Minutes)	Each	($1.00)
Ala Carte Service			
84	PFT/Spirometry	Each	$0.00
85	Titmus	Each	$0.00
86	U/A Dip	Each	$0.00
87	TB/PPD	Each	$0.00
88	Comprehensive Metabolic Panel (CMET) - Including (Glucose, Sodium, Chloride, Potassium, BUN, Creatinine, Calcium, Alkaline Phosphatase, Total Protein, Albium, Globulin, AVG Ratio)	Each	$0.00
89	Uric Acid	Each	$0.00
90	Inorganic Phosphorus	Each	$0.00
91	SGOT	Each	$0.00
92	SGPT	Each	$0.00
93	LDH	Each	$0.00
94	Thyroxin (T4)	Each	$0.00
95	Lipid - Including (Cholesterol, Triglycerides, HDL Cholesterol, LDL Cholesterol, VLDL Cholesterol, Total Cholesterol)	Each	$0.00
96	CBC (HEMGPD) - Hemogram	Each	$0.00

EXHIBIT C

97	Hepatitus B Screening	Each	$0.00
98	Hep B Titer (HBSAB) and Hep B Titer (HBSAG)	Each	$0.00
99	Hepatitis C Screen (HEPCG)	Each	$109.00
100	MMR Titers - Measels	Each	$109.00
101	MMR Titers - Mumps	Each	$0.00
102	MMR Titers - Rubella	Each	$0.00
103	Rubeola	Each	$0.00
104	Stress Test - Treadmill - including Resting EKG	Each	$0.00
105	Urine/Drug Screen	Each	$0.00
106	PSA	Each	($2.00)
107	Audiometry	Each	$0.00
108	Ultrasound Imaging - Including (Echocardiogram, Carotid Arteries, Aorta and Aortic Valve, Liver, Pancreas, Gall Bladder, Kidneys and Spleen)	Each	$0.00
109	Testosterone Levels	Each	$0.00
110	CA-125 Ovarian Cancer Markers	Each	$0.00
111	DOT Physical	Each	$0.00
112	U/A Dip	Each	$0.00

EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

IFB-5187-26 FIRE DEPARTMENT PHYSICIAN SERVICES

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Professional Liability:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate

E. Cyber Liability & Technology E&O:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate

~~ End Exhibit D~~

EXHIBIT E

Agreement Name: Fire Dept Physician Services

Agreement Number: RFP-5187-26

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 RFP-5187-26 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 Wednesday day of 6, 2026.

Life Extension Clincis, Inc.
Consultant Name

By:
Print/Type Name: Chief Todd LeDuc,Ret.
Title: CEO

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence OR ☐ online notarization, this 6 day of MAY, 2026, by Todd LeDuc, CEO (Full Name of Affiant).

Notary Public State of Florida
Kortney Huntzinger
My Commission HH 484648
Expires 1/24/2028

Print/Type Name Kortney Huntzinger
Notary Public in and for the County
and State Aforementioned
My commission expires: 1/24/2028

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: Chief Todd LeDuc, Ret.

Title: CEO

Signature: Todd LeDuc Date:02/25/2026

EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # RFP# 5187-26/RH Fire Department Physican Services

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 Life Extension Clinics, 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.

Todd LeDuc
Signature

2/25/2026
Date

Chief Todd LeDuc, Ret. CEO
Print Name, Title

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 25th day of Feb., 2026, by Todd LeDuc, as CEO, 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: 04/30/2027

Notary Public State of Florida
Jennifer L Connelly
My Commission HH 392664
Expires 4/30/2027

Document Ref: 68BGZ-N63FB-KE5HV-DE8EJ

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Life Extension Clinics, Inc.

Signature: Todd LeDuc

Printed Name: Chief Todd LeDuc, Ret.

Title: CEO

Date: 2/27/2026

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 27th day of Feb., 2026, by Todd LeDuc.

(name of person making statement)

Notary Public State of Florida
Jennifer L Connelly
My Commission HH 392664
Expires 4/30/2027

Signature of Notary Public

Jennifer L. Connelly

Print/Type/Stamp Commissioned Name of Notary Public

☑ Personally Known OR ☐ Produced Identification

Type of Identification Produced: _____

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0431

Title:

Approve and authorize the Chairman to execute a Resolution initiating the statutory negotiation process with the City of Sanford for an Interlocal Service Boundary Agreement and directing the County Manager to follow statutory procedure. District4 - Lockhart/District5 - Herr **(Mike Rhodes, Interim Development Services Director)**

Division:

Development Services

Authorized By:

Mike Rhodes, Interim Development Services Director

Contact/Phone Number:

Mike Rhodes/407-665-7376

Background:

The State of Florida has provided a framework in Part II, Chapter 171, Florida Statutes, also known as the “Interlocal Service Boundary Agreement Act,” to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability. It is further intended to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

To that end, the Seminole County Board of County Commissioners has indicated an interest in pursuing an Interlocal Service Boundary Agreement (“ISBA”) with the City of Sanford pursuant to Section 171.203, F.S. The initiating resolution designates Sanford as the invited municipality, identifies for discussion the area proposed to be subject to the ISBA by descriptive exhibit (see attached map), and includes the proposed subject matter of the ISBA to be negotiated.

The resolution and map are attached.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution

initiating the statutory negotiation process with the City of Sanford for an Interlocal Service Boundary Agreement and directing the County Manager to follow statutory procedure.

RESOLUTION NO.: 2026-R-___ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

A RESOLUTION PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, INITIATING THE NEGOTIATION PROCESS PROVIDED FOR THEREUNDER WITH THE CITY OF SANFORD, FLORIDA, FOR THE PURPOSE OF ADDRESSING ISSUES INCLUDING BUT NOT LIMITED TO ESTABLISHMENT OF AN INTERLOCAL SERVICE BOUNDARY AREA, COORDINATION OF GOVERNMENTAL SERVICES, THE CREATION OF PROCESSES FOR ANNEXATION, LAND USE AND PLANNING COORDINATION; PROVIDING FOR TRANSMISSION TO THE CITY OF SANFORD AND ALL OTHER SEMINOLE COUNTY MUNICIPALITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the principal goal of Part II, Chapter 171, Florida Statutes, entitled the "Interlocal Service Boundary Agreement Act" ("Act"), is to encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community; and

WHEREAS, the Act further intends to establish a more flexible process for adjusting municipal boundaries and to address the effects of annexations; and

WHEREAS, the process set forth within the Act aims to promote sensible boundaries that reduce the cost of local government and to increase the level of service to residents; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida (the "Board") finds that the City of Sanford, its residents, and property will benefit from the streamlined intergovernmental coordination of services, creation of processes for annexation, land use and planning coordination, and as otherwise identified herein by Seminole County; and

WHEREAS, it is the intent of the Board to initiate discussions with the City of Sanford regarding the development of an Interlocal Service Boundary Agreement for lands shown in Exhibit A to address the above referenced concerns; and

WHEREAS, the Interlocal Service Boundary Agreement boundary area, as identified in Exhibit A, serves substantially important economic, social, health, and public welfare development interests to the residents of Seminole County, the City of Sanford, and surrounding municipalities, and consistent planning and development rules and procedures are vital to the process; and

WHEREAS, the Board finds that its effort to establish coordinated service delivery in an identified area, reduce duplicative services, and promote efficient provision of infrastructure and services is in the best interest of the health, safety, and welfare of the County and its residents.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Seminole County, Florida that:

Section 1. Initiation of statutory process for negotiation of an Interlocal Service Boundary Agreement. Seminole County hereby invites the City of Sanford to negotiate an Interlocal Service Boundary Agreement pursuant to the Act to address issues concerning service delivery, planning, and annexation for the boundary area identified in Exhibit A, attached hereto and made a part hereof by reference.

Section 2. Identification of issues for negotiation. Seminole County hereby identifies the issues to be negotiated as follows:

(a) Identification of the local government responsible for the delivery or funding of the following services within the municipal service area or the unincorporated service area identified in Exhibit A:

i. Public safety;

ii. Fire, emergency rescue, and medical;

iii. Water, wastewater, and reclaimed water;

iv. Road ownership, construction, maintenance, transfer upon annexation, and general acceptance framework;

v. Conservation, parks, trails, and recreation; and

vi. Stormwater management and drainage.

(b) The creation of a process and schedule for annexation.

(c) The creation of a process for land use and planning coordination consistent with Part II of Chapter 163.

(d) Infrastructure and service transition, including transfer thereof upon annexation, related fiscal compensation, and potential fiscal impacts.

(e) Fiscal responsibility and cost-sharing.

(f) Corridor and special area coordination.

(g) Airport compatibility.

(h) Intergovernmental coordination, to include defining high-level roles and responsibilities, commitment to coordination, and a dispute resolution framework.

(i) Implementation tools, to include authorization for future interlocal agreements, and identification of subject areas for future agreements.

Section 3. Transmission of Resolution. The County Manager is hereby directed to provide a copy of this Resolution by U.S. certified mail to the City Manager for the City of Sanford, the other City Managers of all the other municipalities in Seminole County, and to the chief

administrative officer of each independent special district in the unincorporated area designated in this initiating resolution, if any.

Section 4. Effective Date. This Resolution will take effect immediately.

ADOPTED this _____ day of _____, 2026.

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
ANDRIA HERR, Chairman

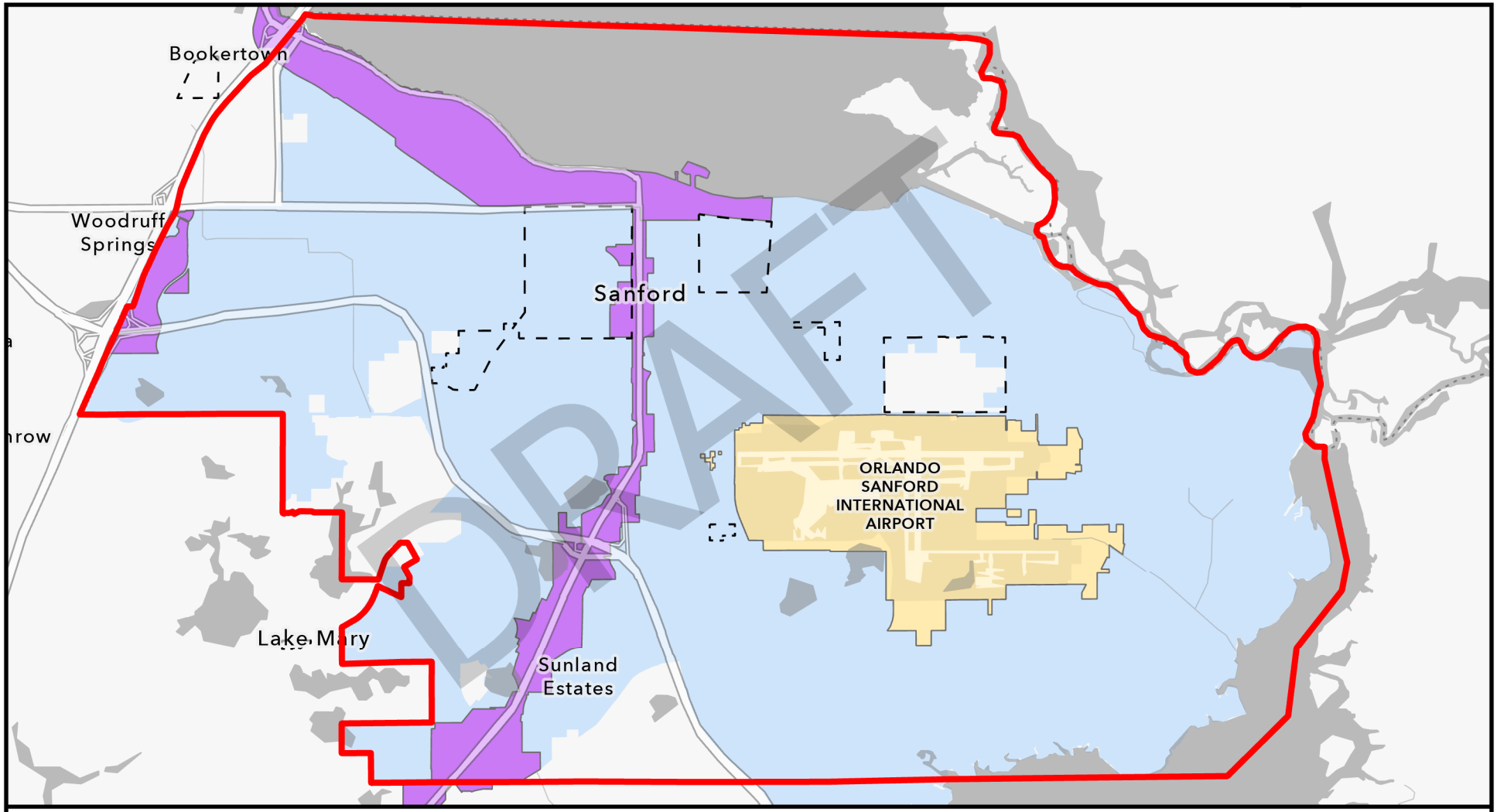
Date: _____

Attachment:
Exhibit A: Map

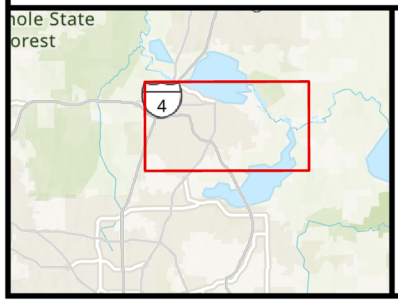
JBN/kw
4/30/26

T:\Users\jnix\Interlocal service boundary agreements\Resolution - interlocal service boundary agreement- final.docx

EXHIBIT A



ISBA BOUNDARY MAP



Legend

- ISBA BOUNDARY
- CITY OF SANFORD UTILITIES
- AIRPORT AUTHORITY
- CRA ZONE
- CDBG AREA

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0483

Title:

Approve and authorize the Chairman to execute the Memorandum of Understanding with WUCF for emergency communication during disasters. Countywide **(Alan Harris, Emergency Management Director)**

Division:

Emergency Management - Telecommunications

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

Alan Harris/407-665-5017

Background:

This Memorandum of Understanding is a continuation of a partnership between the County and the University of Central Florida (WUCF) whereby WUCF agrees to continue to utilize its FM radio station broadcast capabilities to disseminate vital information to the public during declared states of emergency. The continuation of this partnership is crucial to creating a broad emergency broadcast network to ensure the safety and security of the central Florida region during a declared state of emergency.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Memorandum of Understanding with WUCF for emergency communication during disasters.

SEMINOLE COUNTY/UNIVERSITY OF CENTRAL FLORIDA AGREEMENT FOR SHARED EMERGENCY MANAGEMENT INFORMATION BROADCAST SERVICES

THIS AGREEMENT is entered into by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **THE UNIVERSITY OF CENTRAL FLORIDA,** a part of the State of Florida state university system, whose mailing address is 12461 Research Parkway, Suite 550, Orlando, Florida 32826, hereinafter referred to as "WUCF."

WHEREAS, COUNTY has the responsibility of disseminating important public safety information to its citizens, particularly in times of declared states of emergency; and

WHEREAS, access to public safety and emergency broadcast information is better ensured through redundancy in the means of dissemination of this information; and

WHEREAS, WUCF owns and operates an FCC licensed FM radio station operating at an assigned frequency of 89.9 MHz under the call sign "WWUCF" which WUCF desires to utilize for a cooperative, public service venture of the type envisioned by this Agreement; and

WHEREAS, the parties entered into an agreement for shared emergency management information broadcast services dated June 8, 2021, in which the parties agreed to the basic terms for the broadcast of shared emergency and public safety information on WUCF; and

WHEREAS, the agreement will expire on its own terms on June 30, 2026; and

WHEREAS, both parties desire to maintain the mutual benefits the agreement provides with regard to bolstering emergency broadcast services in the central Florida region;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Effective Date, Term of Agreement and Consideration. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signature of the parties. The term of this Agreement begins on July 1, 2026, and ends on June 30, 2029. This Agreement will automatically renew for two (2) successive one (1) year terms commencing on the next succeeding July 1 and ending on the next succeeding June 30, subject to timely payment by COUNTY of the annual sum of SEVEN THOUSAND AND NO/100 DOLLARS ($7,000.00), which COUNTY shall pay to WUCF on or before July 1 of each year this Agreement is in effect.

Section 3. Initiation and Duration of Performance. Activation of the Seminole County Emergency Operations Center (EOC) to a Level II status or higher or the declaration of a state of emergency by State or COUNTY officials affecting any portion of the COUNTY's geographic area, whichever occurs first, will be the event triggering required performance by both parties of the responsibilities specified in Sections 4 and 5 below. A copy of the "Seminole County Emergency Levels of Activation" is attached to this Agreement as Composite Exhibit "A" and incorporated by reference. These emergency broadcast services and responsibilities of both parties will continue for the duration of either the state of emergency or EOC activation at Level II or higher.

Section 4. Responsibilities of County.

(a) COUNTY shall officially notify WUCF management and staff of its intent to utilize emergency broadcast services immediately upon activation of the emergency Operations Center (EOC) to a level II or higher, or upon the declaration of a State of Emergency by the State of Florida or COUNTY officials affecting any portion of the COUNTY, whichever occurs first. Due to the urgent nature of emergency operations, such notification may be provided telephonically to ensure immediate broadcast access.

(b) COUNTY shall provide regular media briefings, press releases and live or recorded audio feeds containing critical emergency management information necessary to protect the safety, health, and welfare of COUNTY residents. WUCF shall then broadcast such information in accordance with Section 5 below. The COUNTY shall be solely responsible for the successful transmission and delivery of all emergency broadcast content to WUCF studio facilities.

(c) COUNTY shall provide WUCF with broadcast stream of emergency briefings for dissemination through WUCF's social media platforms.

(d) COUNTY shall promote WUCF and its assigned 89.9 MHz broadcast frequency as an additional official source of emergency information for Seminole County residents through the COUNTY website, SGTV, and other available communication platforms.

(e) Upon termination of a declaration State of Emergency and reduction of the EOC activation level to Level III, COUNTY shall notify WUCF that services described in Section 5 may be discontinued.

Section 5. Responsibilities of WUCF.

(a) WUCF shall develop Public Service Announcements (PSAs) for COUNTY to educate listeners on tropical storms and hurricane preparedness at the beginning of each hurricane season. These PSAs shall be aired early in the season to encourage community preparedness and awareness.

(b) During a tropical weather event threatening central Florida, WUCF shall conduct live interviews with COUNTY representatives for replay throughout the broadcast day according to a schedule mutually agreed upon by COUNTY and WUCF. Such broadcast shall continue until the EOC is deactivated and any declared State of Emergency has been terminated.

(c) WUCF shall interrupt regularly scheduled programming to provide urgent Seminole County emergency updates when requested by COUNTY public safety officials and communicated to WUCF.

Section 6. Notices. All notices, requests, demands, and other communications under this Agreement, whether telephonic or in writing must be directed to the following persons:

For COUNTY: Community Information Director
1101 E. 1st Street
Sanford, FL 32771
407-665-1174

For WUCF: Station Manager
WWUCF – FM 89.9
12461 Research Parkway
Suite 550
Orlando, FL 32826
Tel.:407-823-0899

Each party reserves the right to designate another person to be the point of contact without formal amendment to this Agreement by written notice sent via U.S. Mail, facsimile transmission, or e-mail notice to the other ten (10) days prior to the desired date of substitution.

If electronic, telex, or facsimile notice is used, a record of confirmation of receipt of such transmission must be maintained. Notice to a party will be deemed received and effective three (3) days from the date of mailing or on the same day of transmission if sent by e-mail or facsimile. A copy of such notice must be attached as an exhibit to each party's copy of this Agreement within three (3) days after the effective date of the change.

Section 7. Termination. This Agreement may be terminated by either party for cause or for convenience upon not less than ninety (90) days written notice to the other party of such termination, but the effective date of termination will be June 30, the last day of the term year in which such notice is made. If notice is delivered by mail, it will be deemed received three (3) days after mailing. Failure of COUNTY to timely pay the annual fee to WUCF for renewal as required by Section 2 above will result in automatic termination of this Agreement on the expiration date of the then current term.

Section 8. Indemnification.

(a) To the extent permitted by Florida law, each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, and agents while acting within the scope of employment or agency arising from activities undertaken pursuant to this Agreement.

(b) 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 such party under the laws of the State of Florida, waiving the consent required for the State of Florida or its agents and agencies to be sued, or a waiver of sovereign immunity beyond that provided for in Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time.

Section 9. Insurance Requirements. WUCF and COUNTY are each responsible for maintaining its own adequate insurance coverage against potential claims for damages by third persons arising from the activities undertaken pursuant to this Agreement.

Section 10. Governing Law. This Agreement is governed by and interpreted according to the laws of the State of Florida. The parties to this Agreement and their employees, agents, vendors, and assigns shall comply with all applicable federal, state, and local laws, codes and regulations relating to the performance of this Agreement.

Section 11. Interpretations. In the event any provision of this Agreement appears to conflict with the other terms of this Agreement, it will be interpreted as a harmonious whole with a good faith effort to resolve any inconsistency. WUCF and COUNTY shall engage in positive and constructive communication to ensure that the positive collaboration occurs.

Section 12. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, neither COUNTY or WUCF may be held liable for breach of this Agreement if failure, delay or impossibility of performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, act of terrorism, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and which is beyond the control of the parties. However, the parties shall resume performance as soon as possible after remediation of the circumstances that made earlier performance impossible. Failure of performance in any other circumstances will constitute an event of default under this Agreement and may be grounds for termination as well as the pursuit of all available legal and equitable remedies by the non-breaching party.

Section 13. Modifications, Amendments or Alterations. Except as expressly provided in Section 6 above and Section 20 below, no modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed with the same formality and of equal dignity as this Agreement.

Section 14. Assignment/Third Party Beneficiaries.

(a) Neither COUNTY nor WUCF may assign, delegate or otherwise transfer its rights and obligations under this Agreement to any third person or entity without the prior written consent of the other party.

(b) There are no third party beneficiaries to this Agreement.

Section 15. Binding Effect. Subject to the provisions of Section 14 above, this Agreement is binding upon and inures to the benefit of the parties to this Agreement and the successors in interest, transferees and assigns of both parties. Nothing in this Agreement may be deemed to pledge the full faith and credit of COUNTY.

Section 16. Public Records Law.

(a) WUCF and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, to release public records to members of the public upon request. WUCF and COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will constitute 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 17. Ethics in Government and Lobbying Activities. The parties to this Agreement hereby certify each to the other that to the best of its knowledge and belief:

(a) In the event activities envisioned by this Agreement should become eligible for funding from federal sources, no federally appropriated funds may be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any 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.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, the party engaged in such activities shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes (2025), as this statute may be amended from time to time, the parties further agree that any monies received pursuant to this Agreement will not be used for the purpose of lobbying the Legislature, the judicial branch of State government or a State agency.

(d) The parties shall at all times adhere to Chapter 112, Florida Statutes – "Public Officers and Employees: General Provisions" and particularly Part III of this Chapter entitled "Code of Ethics for Public Officers and Employees". 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.

(e) The parties shall at all times be subject to Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of this Code provision will be grounds for unilateral termination of this Agreement by the COUNTY.

Section 18. Independent Contractors. The parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement may be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents, subcontractors, or assigns during or after the performance of this Agreement.

Section 19. Severability. If any term of this Agreement is held to any extent invalid or unenforceable as against any person, entity or circumstance during the term of this Agreement, by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provisions, or impair the enforcement rights of the parties, their successors, and assigns.

Section 20. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and will not affect the construction of interpretation of this Agreement.

Section 21. Exhibits. Any exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement. The exhibits may be

substituted from time to time by the parties to reflect changes in the matters covered by these exhibits as permitted under this Agreement.

Section 22. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, letters of understanding, or agreements to the contrary.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 24. Conditions Precedent to Execution of Agreement. The undersigned parties hereby represent that they have the legal authority to execute this Agreement binding their respective parties to the above terms and that the respective parties have done all things necessary as conditions precedent to execution of this Agreement.

[Balance of this page intentionally blank; signatory page follows on Page 11.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

UNIVERSITY OF CENTRAL FLORIDA

_____
Witness

_____
Print Name

By:_____
Jennifer Cook
Executive Director

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
the University of Central
Florida only.

Approved as to form and
legal sufficiency.

_____
University Attorney

[Balance of this page intentionally blank; signatory page continues on Page 12.]

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

Attachment:
Composite Exhibit "A" -Seminole County Emergency Levels of Activation

RM/vs
5/11/26
T:\Users\Legal Secretary CSB\Public Safety\2026\UCF - Agreement for Emergency Broadcast (May 2026).doc

Exhibit A: EOC LEVELS OF ACTIVATION

LEVEL III: Monitoring Phase - Operating under normal conditions

Level III activation is the standard operational level for day-to-day activities. Notification of threats shall be made to the appropriate local agencies, municipalities and Emergency Support Functions (ESFs) who would need to take action as part of their everyday responsibilities. Upon notification, all participants shall keep up-to-date on the progress of the threat and make an initial assessment of readiness in their particular area of responsibility. Flash Reports, and similar threat data, will be distributed to provide situational awareness.

Recommended Actions:

- Review emergency procedures and your emergency checklist
- Alert ESFs, individuals, and departments on emergency call-out roster, of emergency condition
- Notify respective personnel of conditions
- Test communications equipment (i.e., verify emergency numbers, fax, radios, etc.)
- Identify your hazard vulnerability

LEVEL II: Partial Activation - Operating under standby conditions preparing for conditions of possible danger within 36 - 72 hours

This is a "LIMITED AGENCY ACTIVATION". This level will be determined by the Office of Emergency Management (OEM). All primary or lead ESFs will be notified, but may not be required to staff their ESF desk inside the Emergency Operations Center (EOC). The EOC will be staffed by representatives of OEM, Fire/Rescue, and Law Enforcement at a minimum during this activation. Level II activation will be initiated when a specific threat is verified. All operating ESFs will be notified of the change of EOC status via various notification systems, including Alert Seminole and standard e-mail.

Recommended Actions:

- Limited EOC staffing
- Suspend some non-essential services, (i.e., station maintenance, visitors to stations, training, etc.)
- Notification/warning of potential evacuation to mobile home residents, flood prone residents and special needs citizens
- Possible requests for State assistance
- Standby procedures in effect for the ESFs required.

LEVEL I: Full Activation - Operating under standby procedures preparing for conditions

of probable danger within 24 - 36 hours

This is a "FULL ACTIVATION" of the EOC, with 24 hour per day staffing, including around-the-clock staffing of appropriate ESFs. Seminole County is preparing for conditions of probable danger within 24-36 hours or an event that has already occurred. Notification shall be made to the appropriate local agencies, municipalities and ESFs.

Recommended Actions:

- EOC is fully staffed by all operating department ESFs
- Transportation assistance for those who need to be evacuated
- All communications systems and networks operational and staffed
- Continuous monitoring of all circuits for outages and malfunctions
- Monitor traffic, road conditions, corridors
- Road closures
- Assess the need to terminate alarm response until adverse conditions subside
- Open general, pet-friendly, and special needs shelters
- Security of critical infrastructures
- Monitor health/medical facilities and health-related events
- Secure food/water for first responders and EOC personnel
- Monitor utility services / critical resources
- Continue/increase public announcements
- Activate special ordinances - declaration of Local State of Emergency
- Review recovery operations
- Prepare to activate recovery operations

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0484

Title:

Approve and authorize the Chairman to execute the Service Level Agreement with T-Mobile for 3-1-1 governmental services in Seminole County. Countywide **(Alan Harris, Emergency Management Director)**

Division:

Emergency Management - Emergency Management

Authorized By:

Alan Harris, Emergency Management Director

Contact/Phone Number:

Alan Harris/407-665-5017

Background:

This Service Level Agreement authorizes T-Mobile to route all FCC-designated 3-1-1 non-emergency local government calls originating from cellular devices to the Seminole County Switchboard. The 3-1-1 system is intended to provide residents and visitors with a centralized, easy-to-remember point of contact for non-emergency government information, public service requests, and general assistance.

The agreement supports improved public access to County services by ensuring that wireless callers dialing 3-1-1 are properly connected to the County's switchboard operations. The Seminole County Switchboard, managed collaboratively by the Office of Emergency Management and the Office of Communications, serves as a critical public information resource during both daily operations and emergency situations.

Approval of this agreement will continue to enhance customer service capabilities, improve accessibility to local government resources, and support coordinated public communications throughout Seminole County.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute the Service Level Agreement for 3-1-1 services with T-Mobile.

COOPERATIVE AGREEMENT
BETWEEN
SEMINOLE COUNTY AND
T-MOBILE

This Cooperative Agreement dated _____, 2026 shall constitute the terms and conditions under which T-Mobile South, LLC**,** a Delaware limited liability company, having its principal place of business at 12920 SE 38th Street, Bellevue, WA 98006 ("T-Mobile"), and Seminole County, having its principal place of business at the County Services Building located at 1101 E. 1st Street, Sanford, FL 32771 ("Requesting Entity").

This Cooperative Agreement governs the relationship between the Requesting Entity and T-Mobile regarding dialing service (the "Agreement"). The following shall constitute the terms and conditions of this Agreement:

Terms and Conditions

1. General Information.

a. **311 Service Description**. 311 service is a three-digit dialing arrangement available in specified areas for delivery of non-emergency government agency information and assistance to the Requesting Entity via voice grade facilities

b. **Certification of Requesting Entity**. The Requesting Entity certifies that it provides access to its non-emergency government agency information and assistance via voice grade facilities within the areas defined by the Requesting Entity, that it has received the requisite state approval to designated 311 dialing services, and is qualified to request the use of 311 Service. The area defined by the Requesting Entity is the boundaries of Seminole County, Florida (the "Defined Area").

2. Requesting Entity's Obligations.

a. **Provision of Termination Number**. The Requesting Entity has provided T-Mobile with a routing number of its non-emergency switchboard line managed by its Office of Emergency Management and Office of Communications to which all 311 calls should be translated ("**Termination Number**"). The Requesting Entity certifies that the Termination Number will allow callers from within the Defined Area to complete calls on a local basis.

The Routing Number of the Requesting Entity's non-emergency switchboard line to which all 311 calls should be translated is the following: **407-665-0000**

b. **Change of Termination Number.** The Requesting Entity may change the Termination Number, provided, however, it must give T-Mobile at least thirty (30) days' notice of the change of such number so that T-Mobile can make the necessary changes in its network to ensure proper routing. The Requesting Entity must also give T-Mobile thirty (30) days' notice of a change in the carrier providing the Termination Number, as this will affect T-Mobile's routing.

c. **Provision of the 311 service to the Requesting Entity non-emergency switchboard line managed by its Office of Emergency Management and Office of Communications.** No later than 6 months from the date of request (or upon another mutually agreed upon date) the Requesting Entity shall provide the non-emergency municipal information and assistance to customers who dial 311. The Requesting Entity agrees to have procured sufficient telecommunications facilities and services and to have adequate staffing levels and hours of service to handle its expected volume of calls.

d. **Testing.** The Requesting Entity shall participate fully in all testing deemed necessary or appropriate by T-Mobile for implementation of 311 service.

3. T-Mobile's Obligations.

a. **Implementation.** T-Mobile will translate 311 to the Termination Number and will use its commercially reasonable best efforts to route 311 calls it receives from its subscribers and others using the T-Mobile network in the Defined Area. Normal airtime charges apply to T-Mobile customers.

b. **Timing of Implementation**. T-Mobile will process the Requesting Entity's order within a reasonable time to be mutually agreed upon by the parties which shall be no sooner than six weeks nor later than six months after T-Mobile receives said order.

c. **Availability.** T-Mobile will use commercially reasonable best efforts to make the 311 dialing code (as translated to the Termination Number) available to its subscribers within the Designated Area where T-Mobile owns facilities and provides its wireless mobility services. In those cases where T-Mobile's service area extends beyond the Designated Area, T-Mobile will use its commercially reasonable best efforts to correlate its 311 translations within those areas. However, due to the nature of the radio-based service it provides, exact correlation is not possible. Access to the 311 dialing code may be available to areas in Florida counties outside of T-Mobile's service area. T-Mobile shall have no obligation to make the 311 dialing code available to any person or entity within Seminole County, Florida and designated boundaries, but outside T-Mobile's service area, or to non-T-Mobile subscribers.

4. General Provisions.

a. Effective Date and Term. Subject to section 4.b., the Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatories of the parties. The term of is Agreement is one (1) year from the Effective Date, unless extended by mutual agreement by the parties via written amendment to this Agreement. After the conclusion of the one-year term, the Agreement will continue until terminated by either party with sixty (60) days' advance written notice.

b. Termination. Either party may terminate this Agreement upon sixty (60) days' notice to the other party. Either party may terminate this Agreement in whole or in part in the event of a default by the other party; provided however, that the non-defaulting party notifies the defaulting party in writing of the alleged default and that the defaulting party does not cure the alleged default within 60 days of receipt of written notice thereof. Default is defined to include (i) a party's insolvency or the initiation of bankruptcy or receivership proceeding by or against the party; or (ii) a party's refusal or failure in any material respect to perform its material obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

c. Transfer. The Requesting Entity may not sell or otherwise transfer the 311 number (or the provision of the non-emergency municipal information and assistance) to any person or entity not affiliated with the Requesting Entity.

d. Indemnification. Each party is solely responsible to third parties with whom they may contract in carrying out the terms of this Agreement, and shall hold each other harmless, to the extent permitted by law, against all claims of whatsoever kind or nature by such third parties arising out of the performance of work under any such contract with a third party. This provision is not to be construed as a wavier by the Requesting Entity 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.

e. **Limitation of Liability.** In no event shall T-Mobile be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Requesting Entity, its employees, or agents, in connection with the service requested by the Requesting Entity. T-Mobile shall not be responsible to the Requesting Entity for calls that cannot be completed as a result of repair or maintenance difficulties on T-Mobile facilities and equipment nor on equipment owned or leased by the Requesting Entity. Except as otherwise provided in this Agreement, each party agrees that the other party shall in no event be liable for, and each party expressly waives its right to claim, any indirect, special,

collateral, exemplary, incidental or consequential damages (including, but not limited to, lost profits) directly or indirectly arising out of or in connection with performance or nonperformance of the services to be provided under this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER T-MOBILE NOR THE REQUESTING ENTITY ASSUMES ANY LIABILITY FOR ANY ACT OR OMISSION OF THE OTHER, BY VIRTUE OF ENTERING INTO THIS AGREEMENT.

f. **Disclaimer of Warranties.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. T-MOBILE PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE.

g. **Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this provision:

As to Requesting Entity:
Office of Emergency Management
150 Eslinger Way Sanford, FL 32773

As to T-Mobile:
T-Mobile
Government Affairs – State Regulatory
12920 SE 38th Street
Bellevue, WA 98006

5. **Governing Law.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement in state court. The United States District Court for the Middle District of Florida, Orlando Division is the sole venue for any legal action in connection with this Agreement in federal court

6. **Employee Status.** Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or

agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

7. Entire Agreement.

a. It is understood and agreed that the entire agreement of the parties is contained in this Agreement, and this Agreement 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 all of the parties, except as otherwise specifically provided in this Agreement.

c. This Agreement 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.

8. Public Records Law.

a. Any records crated under this Agreement constitute public records under Florida law.

b. It is acknowledged that the Requesting Entity has obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2025), to release public records to members of the public under 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 (2025), in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

c. Each party specifically acknowledges its obligations to comply with Section 119.071, Florida Statues (2025), with regard to public records created under this Agreement, and shall:

(i.) Keep and maintain public records that ordinarily and necessarily would be required in order to perform the services created under this Agreement.

(ii.) 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, and

(iii.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

IN WITNESS WHEREOF, T-Mobile and Requesting Entity have caused this Agreement to be executed, the Agreement to become effective and operative with the date of execution of the last signature below.

ATTEST: T-MOBILE SOUTH, LLC.

_____ By:_____

[SIGNATURE/TITLE] [SIGNATURE/TITLE]

_____ _____

[print name] [print name]

Date:_____

[Remainder of page intentionally left blank. Signatures continue on following page.]

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

RM/vs

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0457

Title:

Request Board approval to submit a funding request to the Wekiva Wild and Scenic River Advisory Committee requesting up to $50,000 to support the purchase of bear-proof garbage cans within the Wekiva watershed. If awarded, these funds will be administered and distributed using the same processes and criteria proposed for the Florida Fish and Wildlife Conservation Commissioner (FWC) funding to ensure consistency and efficient implementation from all funding sources. Districts3 and 5 **(Kim Ornberg, Environmental Services Director)**

Division:

Environmental Services Watershed Management

Authorized By:

Kim Ornberg, Environmental Services Director

Contact/Phone Number:

Shannon Wetzel/407-665-2455

Background:

The Wekiva River, together with Wekiwa Springs Run, Rock Springs Run, and Black Water Creek, was designated by the United States Congress as a National Wild and Scenic River in October 2000. As part of this federal designation, the Wekiva Wild and Scenic River Advisory Committee was established to guide the long-term protection and management of the river system. The Advisory Committee is responsible for implementing the river system's Comprehensive Management Plan, which prioritizes the preservation of habitat quality and ecosystem connectivity throughout the Wekiva watershed, with particular emphasis on the Florida black bear. Implementation of the plan is carried out through education, on-the-ground projects, and funded initiatives that support resource protection. Seminole County intends to submit a funding request to the Advisory Committee seeking support for the purchase of bear-proof trash cans within the Wekiva watershed. There is no match requirement, and the request is scheduled for consideration at the committee's July 15 meeting. If awarded, the funds will be administered and distributed using the same processes and criteria established

for the Florida Fish and Wildlife Conservation. Commission (FWC) bear-resistant container program, ensuring consistency, accountability, and efficient implementation across all funding sources.

Requested Action:

Staff requests the Board approval to submit a funding request to the Wekiva Wild and Scenic River Advisory Committee requesting up to $50,000 to support the purchase of bear-proof garbage cans within the Wekiva watershed.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0467

Title:

Request Board approval to submit a grant application to the US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) for the FY25 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, requesting up to $4 Million for 12 Employees and authorize the County Manager or designee to execute all documents associated with the SAFER Grant application. Countywide **(Matt Kinley, Fire Chief)**

Division:

Fire Department

Authorized By:

Matt Kinley, Fire Chief

Contact/Phone Number:

Kellen Erlandson/407-665-5125

Background:

The Federal Emergency Management Agency (FEMA) has published the FY2026 Notice of Funding Opportunity (NOFO) to apply for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program. SAFER grants are intended to provide funding to assist fire departments in increasing or maintaining the number of trained firefighters to support communities in meeting industry standards, achieve 24-hour staffing, and ensure adequate protection from fire hazards while supporting the traditional mission of fire departments.

Grant funding will support firefighter staffing enhancements within the County Fire Department including recruitment, hiring, onboarding, and training of new firefighter personnel. The project is intended to improve emergency response capabilities, maintain safe staffing levels, reduce overtime demands, and enhance the County's ability to provide fire suppression, rescue, and emergency medical services to residents and visitors.

The SAFER program provides federal funding for eligible personnel-related costs in

accordance with FEMA grant guidelines. An estimated 12 Employees will be hired utilizing grant funding if awarded. The required local cost share of 25% in year 1 and year 2 and 65% in year 3 will be funded through (11200-Fire Fund).

Requested Action:

Staff requests Board approval to submit a grant application to the US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) for the FY25 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, requesting up to $4 Million for 12 Employees; and authorize the County Manager or designee to execute all documents associated with the SAFER Grant application.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

COUNTY SERVICES
BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

File Number: 2026-0468

Title:

Request Board approval to submit a grant application to the US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) for the FY25 Assistance to Firefighters Grant (AFG) Program, requesting up to $2 Million for Portable Radios, Personal Protective Equipment and/or Thermal Imaging Cameras; and authorize the County Manager or designee to execute all documents associated with the AFG Grant application. Countywide **(Matt Kinley, Fire Chief)**

Division:

Fire Department

Authorized By:

Matt Kinley, Fire Chief

Contact/Phone Number:

Kellen Erlandson/407-665-5125

Background:

The Federal Emergency Management Agency (FEMA) has published the FY2026 Notice of Funding Opportunity (NOFO) to apply for the Assistance to Firefighters Grant (AFG) Program. AFG grants are intended to provide funding to enhance the safety and effectiveness of fire and emergency medical service operations through the acquisition of equipment, protective gear, and other critical resources.

Grant funding will support the purchase and implementation of Portable Radios, Personal Protective Equipment and/or Thermal Imaging Cameras which will improve firefighter safety, operational readiness, and emergency response capabilities within the Seminole County Fire Department.

The AFG program provides federal funding for eligible project costs in accordance with FEMA grant requirements. The required 10% local cost share will be funded through 11200-Fire Fund.

Requested Action:

Staff requests Board approval to submit a grant application to the US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) for the FY25 Assistance to Firefighters Grant (AFG) Program, requesting up to $2 Million for Portable Radios, Personal Protective Equipment and/or Thermal Imaging Cameras; and authorize the County Manager or designee to execute all documents associated with the AFG Grant application.

File Number: 2026-0456

Title:

Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-027 in the amount of $191,163 in various County grant funds to appropriate additional approved funding and true-up budgets to match approved allocations. Countywide **(Timothy Jecks, Management & Budget Director)**

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Amirah Evanovich/407-665-7163

Background:

Housing Stability Grants

Establish budget for Housing & Urban Development (HUD) in the amount of $60,237 with a 25% match and Dept of Children and Families (DCF) in the amount of $32,994 with a 100% match. These grant agreements were awarded and executed after the County's budget was adopted. Additionally, the budget for the HUD ESG Rush Grant is being increased by $5,541 to match the current approved agreement.

Duke Energy Grant

The Emergency Management Dept has been awarded $10,000 by the Duke Energy Foundation for emergency shelter resource enhancements with no County Match.

Neighborhood Stabilization Grant (Program Revenues)

This program has earned additional income in the amount of $74,658 from the sale of houses, which had previously utilized down-payment assistance grants. This reimbursement must be approved by the Board to be utilized by the program.

Mosquito Control Grant

The State of Florida Dept of Agriculture has notified the County that the FY26 Mosquito

Control Grant will be increased by $7,731.50.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #26-027 in the amount of $191,163 in various County grant funds to appropriate additional approved funding and true-up budgets to match approved allocations.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-027**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: Various Departments

Fund(s): Various County Funds

RM Recommendation	
A. Evanovich	**5/18/2026**
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
To apropriate funding in the amount of $191,163 for funding for new grants and grants that have increased.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue					SEE ATTACHED			
Revenue								
Revenue								
Revenue								
						Total Sources		**191,162.59**
Expenditure					SEE ATTACHED			
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
						Expenditure Sub-Total		191,162.59
Reserve								
Reserve								
						Reserve Sub-Total		-
						Total Uses		**191,162.59**

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:_____

2026-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 26-027

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11904	06689113	331550		EMERGENCY SHELTER GRANT			5,541.60
Revenue	11909	00077434	334697		MOSQUITO CONTROL GRANT		3346970001	7,731.50
Revenue	11932	02610038	366100		CONTRIBUTIONS & DONATIONS		3661000001	10,000.00
Revenue	11931	02606002	331690		FEDERAL GRANT HUMAN SERVICES			60,237.00
Revenue	11931	02606003	334699		EMERGENCY HOMELESS			32,994.00
Revenue	11920	00276971	331570		NEIGHBORHOOD STABILIZATION			74,658.49
Revenue								
Revenue								

Total Sources **191,162.59**

Expenditure	11904	06689113	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	725.00
Expenditure	11904	06689113	530496		COUNTY LABOR CHARGE		1049999904	4,816.60
Expenditure	11909	00077434	530525		CHEMICALS		5250774340	(0.44)
Expenditure	11909	00077434	530520		OPERATING SUPPLIES		5209999901	7,731.94
Expenditure	11932	02610038	530520		OPERATING SUPPLIES		5209999901	10,000.00
Expenditure	11931	02606002	530497		PROGRAM DELIVERY COSTS		4970660001	56,093.00
Expenditure	11931	02606002	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	1,700.00
Expenditure	11931	02606002	530496		COUNTY LABOR CHARGE		1049999904	2,444.00
Expenditure	11931	02606003	530497		PROGRAM DELIVERY COSTS		4970660001	22,000.00
Expenditure	11931	02606003	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	5,000.00
Expenditure	11931	02606003	530496		COUNTY LABOR CHARGE		1049999904	5,994.00
Expenditure	11920	00276971	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999903	74,658.49
Expenditure								
Expenditure								

Expenditure Sub-Total 191,162.59

Reserve								
Reserve								

Reserve Sub-Total -

Total Uses **191,162.59**

BAR 26-027

DEPARTMENT - FUND	BAR 26-027 GRANT ALLOCATION
COMMUNITY SERVICES	
11904 EMERGENCY SHELTER GRANTS	
06689113 ESG-RUSH FY25	
530496 COUNTY LABOR CHARGE	4,816.60
580833 OTHER GRANTS & AIDS/INDIVIDUAL	725.00
06689113 ESG-RUSH FY25 Total	*5,541.60*
11920 NEIGHBOR STABIL PROGRAM GRANT	
00276971 NEIGHBOR STAB PROG GRANT ADMIN	
580833 OTHER GRANTS & AIDS/INDIVIDUAL	74,658.49
00276971 NEIGHBOR STAB PROG GRANT ADMIN Total	*74,658.49*
11931 HOMELESSNESS GRANTS	
02606002 HOUSING STABILITY - HUD 25/26	
530496 COUNTY LABOR CHARGE	2,444.00
530497 PROGRAM DELIVERY COSTS	56,093.00
580833 OTHER GRANTS & AIDS/INDIVIDUAL	1,700.00
02606002 HOUSING STABILITY - HUD 25/26 Total	*60,237.00*
02606003 HOUSING STABILITY - DCF 25/26	
530496 COUNTY LABOR CHARGE	5,994.00
530497 PROGRAM DELIVERY COSTS	22,000.00
580833 OTHER GRANTS & AIDS/INDIVIDUAL	5,000.00
02606003 HOUSING STABILITY - DCF 25/26 Total	*32,994.00*
EMERGENCY MANAGEMENT	
11932 MISCELLANEOUS GRANTS	
02610238 DUKE ENERGY GRANT FY26 - OEM	
530520 OPERATING SUPPLIES	10,000.00
02610238 DUKE ENERGY GRANT FY26 - OEM Total	*10,000.00*
ENVIRONMENTAL SERVICES	
11909 MOSQUITO CONTROL GRANT	
00077434 MOSQUITO CONTROL GRANT	
530520 OPERATING SUPPLIES	7,731.94
530525 CHEMICALS	(0.44)
00077434 MOSQUITO CONTROL GRANT Total	*7,731.50*
Grand Total	**191,162.59**

File Number: 2026-0459

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-032 in the General Fund to transfer $603,726 from reserves for Hurricane Milton shelter expenses and FEMA cost recovery. Countywide **(Timothy Jecks, Management & Budget Director)** - Requesting Department: Management and Budget

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Davison Heriot/407-665-7177

Background:

On October 9, 2024, Hurricane Milton made landfall near Siesta Key as a Category 3 Hurricane, bringing strong winds, torrential rainfall, flooding, and power outages across Seminole County. Initial tracks indicated a path mirroring the I-4 corridor. On Sunday, October 6th, a Local State of Emergency was declared - simultaneously, the Emergency Operations Center was activated, and plans to open ten evacuation shelters began to be executed in coordination with many partner agencies. BAR 26-032 appropriates $603,726 to reimburse the Seminole County School Board for costs incurred in operating emergency shelters during Hurricane Milton and to provide additional funding for FEMA cost recovery services.

During Hurricane Milton, eight schools were activated as emergency shelters. The Seminole County School Board provided staffing at each school for shelter management, food services, custodial services, and facility support to meet residents' needs during the hurricane. Additionally, the School Board provided transportation to the shelters for residents using its bus fleet. The reimbursement request totals $451,726. These costs are included in our request to FEMA for Public Assistance, and

we anticipate 100 percent reimbursement.

Through the FEMA Public Assistance program, funding is provided to State, Local, territorial, and tribal agencies for recovery from presidentially declared events. The PA program reimburses 5% for the management costs needed to comply with the program requirements. This BAR appropriates an additional $152,000 for disaster cost recovery services. This additional funding is necessary due to FEMA changes in how the program is administered. These changes have placed significant scrutiny on all projects, particularly major infrastructure projects such as the Howell Creek Weir repair and mitigation project and the DeLeon Street repair and mitigation project. Other areas receiving increased scrutiny include debris projects and projects that include force account labor.

Recently, the County has successfully completed closeout activities for Hurricane Dorian and the COVID-19 pandemic response. One remaining Hurricane Irma project is awaiting final payment before closing out. The FEMA cost recovery service expense is expected to be reimbursed through each event's management cost allocation.

General Fund Reserves are currently budgeted at $78.4 million.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #26-032 in the General Fund to transfer $603,726 from reserves for Hurricane Milton shelter expenses and FEMA cost recovery.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-032**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: OMB / EMERGENCY MANAGEMENT

Fund(s): 00100 GENERAL FUND

RM Recommendation	
DHERIOT	5/18/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:

The purpose of this budget amendment is to appropriate budget to reimburse the School Board for costs related to Hurricane Milton shelter operations and for FEMA cost recovery services.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure	00100	02610039	530340		SCHOOL BOARD		3449200002	451,726.00
Expenditure	00100	00285810	530310		PROFESSIONAL SERVICES		3100380001	152,000.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	603,726.00
Reserve	00100	999901	599998		RESERVES		9989999901	(603,726.00)
Reserve								
							Reserve Sub-Total	(603,726.00)
							Total Uses	-

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:_____

SEMINOLE COUNTY
PUBLIC SCHOOLS

Serita D. Beamon
Superintendent

Educational Support Center
400 E. Lake Mary Boulevard
Sanford, Florida 32773-7127
Phone: (407) 320-0000

Department of Risk Management

Dr. Melissa Singleton
Coordinator,
Risk Management
(407) 320-0208

DATE: April 23, 2026

TO: Mr. Davison Heriot, Financial Administrator, Seminole County - Office of Management and Budget

FROM: Dr. Melissa Singleton, Coord. of Risk Management & Workers' Comp.

SUBJECT: DR 4680 - Hurricane Milton Shelter Expenses - Revised

Please find below the expenses associated with Hurricane Milton Shelters.

SBSC/SCPS Shelter Expenses	
Labor	$432,989.54
Materials/Supplies	$253.59
Equipment	$834.64
Transportation/Buses	$11,746.97
Contracts	$5,901.31
Total Cost for Shelters	**$451,726.05**

Sincerely,

Dr. Melissa Singleton
Coordinator of Risk Management & Worker's Comp.
Seminole County Public Schools
400 East Lake Mary Blvd.
Sanford, FL 32773
Phone: (407) 320-0208
Fax: (407) 320-0411

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File Number: 2026-0462

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-033 in the Public Works Capital Program to utilize Mobility Fee funding on existing eligible Sales Tax Funded infrastructure projects in the amount of $2,070,000. Countywide (**Timothy Jecks, Management & Budget Director**) Requesting Department - Public Works

Division:

Management and Budget

Authorized By:

Timothy Jecks, Management & Budget Director

Contact/Phone Number:

Sara Carrick/407-665-7180

Background:

The **17-92 Pedestrian Stairwell Project (CIP#00205750)** is currently split funded between the County Infrastructure Sales Tax Fund and a grant from the Florida Department of Transportation (FDOT). The attached BAR will appropriate eligible Mobility Fee reserves to the project and transfer existing Sales Tax budget to contingency, with no impact on the total project budget.

Additionally this amendment will transfer available budget from the following completed projects into contingency:

- **Sand Lake Rd Project** (CIP#01785147) - project complete.
- **FS 39 Roadway** (CIP#02207083) - project complete.
- **Connected Vehicle** (CIP#01907047) - project complete.
- **Oranole/Linneal Project** (CIP#02207081) **-** project complete.
- **Mast Arm Rebuilds** (CIP#01785344) - program complete for FY26. New funding

included in FY27 proposed budget.

Requested Action:

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment (BAR) # 26-033 in the Public Works Capital Program to utilize Mobility Fee funding on existing eligible Sales Tax Funded infrastructure projects in the amount of $2,070,000.

2026-R- **BUDGET AMENDMENT REQUEST** **BAR# 26-033**

TO: Seminole County Board of County Commissioners

FROM: Office of Management & Budget

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS

Fund(s): SALES TAX FUNDS, MOBILITY FEES FUNDS

RM Recommendation	
S.CARRICK	5/22/2026
Budget Analyst	Date
OMB Director	Date
AS Director	Date

PURPOSE:
TO TRANSFER FUNDS FOR THE 17-92 PED STAIRWELL PROJECT IN THE 1ST GEN SALES TAX FUND TO MOBILITY FEES FUNDS. THIS PROJECT IS ELIGIBLE FOR MOBILITY FEE FUNDING. TO TAKE AVAILABLE FUNDS IN COMPLETED PROJECTS IN 3RD GENERATION SALES TAX AND MOVE TO PROJECT CONTINGENCY.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								
							Total Sources	-
Expenditure					SEE ATTACHED			
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	2,070,000.00
Reserve					SEE ATTACHED			
Reserve								
							Reserve Sub-Total	(2,070,000.00)
							Total Uses	-

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:_____

2026-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 26-033

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue								

Total Sources -

Expenditure	11541	00205750	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(2,186,238.00)
Expenditure	11541	00205750	560652	00001	CEI SERVICES		6529999901	(91,232.00)
Expenditure	11541	00205750	560680	00001	DESIGN		6809999901	(50,497.00)
Expenditure	11541	02307063	530420		TRANSPORTATION			81.00
Expenditure	12606	02607051	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	1,199,709.00
Expenditure	12608	02607052	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	820,291.00
Expenditure	12608	02607052	560680	00001	DESIGN		6809999901	50,000.00
Expenditure	11541	99999902	560699	00001	PROJECT CONTINGENCY		6999999901	2,327,886.00
Expenditure	11560	01785147	560610	00001	SAND LAKE - LAND		6109999901	(328.75)
Expenditure	11560	01785147	560650	00001	SAND LAKE - CONST		6509999901	(4,968.36)
Expenditure	11560	01785147	560652	00001	SAND LAKE - CEI		6529999901	(171.48)
Expenditure	11560	01785147	560680	00001	SAND LAKE - DESIGN		6809999901	(2,746.00)
Expenditure	11560	01785344	560650	00001	MAST ARM REBUILDS-CONST		6509999901	(4,000,000.00)
Expenditure	11560	01907047	560650	00001	CONNECTED VEH-CONST		6509999901	(544.00)
Expenditure	11560	02207083	560650	00001	FS 39-ROADWAY-CONST		6509999901	2,821.29
Expenditure	11560	02207083	560680	00001	FS 39-ROADWAY-DESIGN		6809999901	(10,584.00)
Expenditure	11560	02207081	560652	00001	ORANOLE/LINNEAL - CEI		6529999901	(11,717.00)
Expenditure	11560	02207081	560680	00001	ORANOLE/LINNEAL - DESIGN		6809999901	(29,135.84)
Expenditure	11560	99999903	560699	00001	PROJECT CONTINGENCY		6999999901	4,057,374.14
Expenditure								
Expenditure								

Expenditure Sub-Total 2,070,000.00

Reserve	12606	999936	599994		RESERVE FOR CAPITAL IMPROVEMENTS		9949999901	(1,199,709.00)
Reserve	12608	999938	599994		RESERVE FOR CAPITAL IMPROVEMENTS		9949999901	(870,291.00)
Reserve								
Reserve								
Reserve								

Reserve Sub-Total (2,070,000.00)

Total Uses -

COST TABLE - BAR 26-033
SALES TAX/ MOBILITY FEES PROJECT ADJUSTMENTS

PROJECT	PRIOR YEAR EXPENDITURES	FY26 CURRENT EXPENSES/ENCUMB	FY26 CURRENT BUDGET	AVAILABLE FUNDING	PROPOSED BAR 26-033	AMENDED FY26 AVAILABLE
SR434/SAND LAKE RD INT IMP (CIP#01785147)	2,845,390	26,360	34,575	8,215	(8,215)	-
MAST ARM REBUILDS (CIP#01785344)	3,251,544	830,223	5,325,935	4,495,712	(4,000,000)	495,712
CONNECTED VEHICLES (CIP#01907047)	1,323,169	199,456	200,000	544	(544)	-
FS 39 (CIP#02207083)	3,959,146	179,019	186,782	7,763	(7,763)	-
ORANOLE/LINNEAL (CIP#02207081)	242,149	225,780	266,633	40,853	(40,853)	-
11560 PROJECT CONTINGENCY	-	-	-	-	4,057,374	4,057,374
17-92 PED STAIRWELL - 11541 SALES TAX	231,909	748,528	2,348,401	1,599,873	(2,327,967)	(728,094)
17-92 PED STAIRWELL - 12606 MOBILITY				-	1,199,709	1,199,709
17-92 PED STAIRWELL - 12608 MOBILITY				-	870,291	870,291
KENTUCKY RD - 11541 FUND	42,268	31,419	31,338	(81)	81	(0)
11541 PROJECT CONTINGENCY				-	2,327,886	2,327,886
12606 RESERVES			1,199,709	1,199,709	(1,199,709)	0
12608 RESERVES			3,792,649	(81)	(870,291)	(870,372)
TOTAL	11,895,575	2,240,785	13,386,021	7,352,506	(0)	7,352,506

* 17-92 Ped Stairwell available budget will be corrected once the open encumbrance moves to the mobility fee funded portion of this project.