SEMINOLE COUNTY, FLORIDA

Board of County Commissioners

Meeting Agenda

Tuesday, November 14, 2023 **9:00 AM** **BCC Chambers**

Please silence all cell phones/electronic devices

Call to Order

Invocation

Pledge of Allegiance

AWARDS, PRESENTATIONS AND PROCLAMATIONS

1. Proclamation - Proclaiming Lance Corporal Bradley William Sokoly, United States Marine Corps as Seminole County's November Veteran of the Month. **(Lance Corporal William Sokoly, United States Marine Corps)** **2023-1179**

2. Seminole County Vision Zero Action Plan **(Tony Nelson, P.E., County Engineer and Megan Ferguson, P.E., AICP, with HDR, Inc.)** **2023-1176**

3. County Investment Advisor Report **(Scott McIntyre, CFA - Senior Portfolio Manager, Managing Director Hilltop Securities Asset Management)** **2023-1222**

CONSENT AGENDA – PUBLIC PARTICIPATION

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

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

County Manager's Consent Agenda (Items No. 4 - 29)

County Manager's Office

4. Approve and authorize the Chairman to execute a tourism grant agreement with Sanford Main Street, Inc. in the amount of $30,000 for the FY2023/24 funding allocation for marketing and advertising. Countywide **(Guilherme Cunha, Administrator)** **2023-1190**

5. Approve and authorize the Chairman to execute a tourism grant agreement with Florida Goldsboro Main Street, Inc. in the amount of $20,000 for the FY2023/24 funding allocation for marketing and advertising. Countywide **(Guilherme Cunha, Administrator)** **2023-1192**

Community Services

6. Approve and accept the HOME and NSP monthly report for October 2023 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61. Countywide **(Stacey Smithwick, Community Development Division Manager)** **2023-1178**

7. Adopt and authorize the Chairman to execute a Resolution amending certain fees set forth in Section 20.26 of the Seminole County Administrative Code pertaining to fees and charges for services provided by the Seminole County Health Department. Countywide **(Allison Thall, Community Services Director)** **2023-1193**

Development Services

8. Approve and authorize the Chairman to execute the Fiscal Year 2023/2024 Service Funding Agreement in the amount of $11,794,422 by and between Seminole County, Florida, and Central Florida Regional Transportation Authority (LYNX). Countywide **(Doug Robinson, Project Manager).** **2023-1093**

9. Consider the request for a Release of Lien for a vacant property located at 600 Shadowmoss Circle, Lake Mary, Parcel No. 03-20-29-5PG-FB00-0000, that was attached due to a Code Enforcement Special Magistrate lien of $232,500.00 for Case # 17-91-CESM, filed against Magnolia Golf Club Holding LLC (Magnolia Golf Club Holding LLC, Applicant) District5 - Herr (**Liz Parkhurst, Project Manager**) **2023-1160**

Environmental Services

10. Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Orlando Waste Paper Company, Inc. effective from October 1, 2023 through September 30, 2024. Countywide **(Oliver Bond, Solid Waste Division Manager)** **2023-1219**

11. Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Trademark Metals Recycling, LLC effective from October 1, 2023 through September 30, 2024. Countywide **(Oliver Bond, Solid Waste Division Manager)** **2023-1220**

12. Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Recycling Services of Florida, Inc., effective from October 1, 2023 through September 30, 2024. Countywide **(Oliver Bond, Solid Waste Division Manager)** **2023-1221**

Management and Budget

13. Approve and authorize the Chairman to execute a grant agreement from the State of Florida Department of Environmental Protection in acceptance of $11,250,000 ($10,250,000 new grant funding and $1,000,000 existing State appropriation) for the Wekiva Septic to Sewer Conversion Phase I; and to execute a Resolution implementing Budget Amendment Request (BAR) #24-003 in the net amount of $13,500,000 through the Environmental Grant Fund and Water & Sewer fund to recognize the grant revenue, establish necessary interfund transfers, and move County match funds from reserves into the project. Countywide **(Timothy Jecks, Budget Director)** Requesting Department - Utilities **2023-1090**

14. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-053 in the amount of $23,628,220.45 through the 11937 ARPA Special Revenue Fund; 00112 Special Project Fund; and 00100 General Fund appropriating projects under the Seminole County Recovery Plan as general government services where applicable. Countywide **(Timothy Jecks, Budget Director)** **2023-1110**

15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-072 in various County Funds in the amount of $3,950,315.42 to amend the Fiscal Year 2022/23 budget to appropriate Opioid Settlement revenues; increase transfer to the Article V Fund; and transfer from MSBU Street Lighting reserves for increased utility costs. Countywide **(Timothy Jecks, Budget Director)** **2023-1188**

Public Works

16. Approve and authorize the Chairman to execute First Renewal to Lease Agreement with Addiction Recovery and Treatment Center (AdventHealth Hope & Healing Center) to run through December 31, 2024. District4 - Lockhart (**Jean Jreij, Public Works Director**) **2023-1164**

17. Authorize Chairman to execute the Traffic Signal Maintenance Agreement between ECA Buligo Red Willow Partners, LP and Seminole County for the maintenance of the traffic signal at Red Bug Lake Road and Red Willow Plaza. District1 - Dallari **(Jean Jreij, P.E., Public Works Director)** **2023-1202**

17 a Consideration by the Board of County Commissioners to establish and approve means and methods for the disposition of AC pipe by utilizing any of the three methods: (1) Open Trenching; (2) Close Tolerance Pipe Slurrification (CTPS); (3) Cap and Grout in Place as the approved disposition method for AC Pipe that is to be taken out of service. District2 - Zembower and District4 - Lockhart **(Tony Nelson, County Engineer)** **2023-1257**

Resource Management

18. Approve Amendments to RFP-603224-18/BJC - State Legislative and Governmental Lobbying Services Agreements with Ronald L. Book, P.A., Hollywood, FL and The Southern Group of Florida, Inc., Tallahassee, to extend the term of the agreements one (1) additional year and authorize the Purchasing and Contracts Division to execute the Amendments. Countywide **(Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department/Division - County Manager's Office **2023-1095**

19. Approve the proposed mediated settlement of an auto liability/bodily injury lawsuit (Henry Jones vs. Seminole County, Florida, Case No. 2022CA001281) related to an automobile crash that occurred on May 26, 2020, for the total amount of $95,000, inclusive of attorney's fees. Countywide **(Bill Telkamp, Risk Manager)** **2023-1159**

20. Approve the proposed negotiated settlement of all workers' compensation claims by a retired firefighter, which includes a 2006 back injury claim (Claim #358438) and a 2020 hearing loss claim (Claim #1014581) for the total amount of $103,500, inclusive of attorney's fees and costs. Countywide **(Bill Telkamp, Risk Manager)** **2023-1161**

21. Award IFB-604626-23/MHH - Purchase and Delivery of Sodium Hypochlorite to Allied Universal Corporation, Miami, and authorize the Purchasing and Contracts Division to execute the Agreement. The estimated annual amount is $1,545,600.00. Countywide (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department -Utilities **2023-1162**

22. Award RFP-604605-23/LAS- Disaster Recovery Consultant Services to Carlisle Thompson LLC, Georgetown, TX, as the main Consultant and Disaster Program & Operations, Inc., Ponte Vedra, FL, ICF Incorporated, L.L.C., Reston, VA, Innovative Emergency Management, Inc., Morrisville, NC, and Tetra Tech, Inc., Maitland, as additional Consultants, on an as-needed basis. Approve and authorize the Purchasing and Contracts Division to execute the Agreements. Countywide (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department - Office of Management and Budget **2023-1173**

23. Award CC-4727-23/GCM - Sand Lake Road at SR434 & Sand Lake Road at West Lake Brantley Road Intersection Improvements to Southland Construction, Inc. of Apopka, in the amount of $2,781,977.24 and authorize the Purchasing and Contracts Division to execute the Agreement; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-008 to transfer $1,517,786.00 from 2014 Infrastructure Sales Tax reserves; $6,000.00 from West Collector Impact Fee Fund reserves; and to appropriate funding in the amount of $612,000.00 from Public Works Grant Fund. District3 - Constantine (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department - Public Works Engineering **2023-1174**

24. Award RFP-604608-23/LNF - Term Contract for Generator Services and Repairs to Accurate Power and Technology, Inc., Eustis, Genstar Service LLC, Sanford, and Ring Power Corporation, St. Augustine, and authorize the Purchasing and Contracts Division to execute the agreements. Countywide (**Diane Reed - Purchasing and Contracts Division Manager**) Requesting Department - Fleet and Facilities. **2023-1177**

25. Approve and authorize the Chairman to execute a Mutual Termination of Agreement and a new funding agreement with Rescue Outreach Mission of Central Florida, Inc. (ROM). Countywide **(Lorie Bailey-Brown, CFO/Resource Management Director)** **2023-1203**

Utilities

26. Approve and Authorize the Chairman to execute the Customer Agreement for Reclaimed Water Rates, including a General Use Permit with Addendum, with the Florida Department of Transportation. District5 - Herr **(Johnny Edwards, Utilities Department Interim Director)** **2023-1094**

27. Review and Authorize the Chairman to execute the FDEP Consent Order District5 - Herr **(Johnny Edwards, Utilities Department Interim Director)** **2023-1097**

Constitutional Officers – Consent Agenda

28. Approval by the Board of County Commissioners (BCC) to appropriate from the Sheriff's Office Fiscal Year 2022/23 General Fund Budget closeout: (1) $6,200,725.22 in purchase commitments for items not received by 9/30/2023 and (2) $500,000.00 in budget savings requested to fund a portion of our agency's Mobile Command Vehicle Replacement; and approve and authorize the Chairman to execute a Resolution implementing a Budget Amendment Request (BAR) # 24-009 in the General Fund to transfer $6,700,725.22 from reserves for the re-appropriation of the Sheriff's purchase commitments and Mobile Command Vehicle. (**Lisa Spriggs, Chief of Administrative Services**) **2023-1195**

29. Expenditure Approval Lists dated October 11, 18, and 25, 2023; and Payroll Approval Lists dated October 12 and 26, 2023. **(Jenny Spencer, CPA, CGFO, and CFE, Director, Comptroller's Office)** 2023-1217

REGULAR AGENDA

30. Approve and authorize the chairman to sign the Jobs Growth Incentive (JGI) Funding Agreement with ExamRoom.AI Corp. for the creation of one-hundred sixty-two (162) new Seminole County jobs providing Local Financial Support (LFS) of $1,000 per job, for a total of $162,000 (ExamRoom.AI Corp). District4 - Lockhart **(Guilherme Cunha, Economic Development Administrator)** 2023-1214

31. Seminole Forever Update **(Rick Durr, Parks and Recreation Director)** 2023-1223

COUNTY MANAGER AND STAFF BRIEFING

32. ARPA Update **(Tricia Johnson, Deputy County Manager)** 2023-1236

33. Spring Valley Farms Bridle Path Easement Staff Briefing. District3 - Constantine **(Rebecca Hammock, Development Services Director)** 2023-1189

Recess BCC Meeting Until 1:30 P.M.

Reconvene Meeting at 1:30 P.M.

Public Hearing Agenda

ACCEPT PROOFS OF PUBLICATION

PUBLIC HEARINGS - QUASI-JUDICIAL

34. **Tri State Towing PD Rezone** - Consider a Rezone from A-1 (Agriculture) to PD (Planned Development) for a proposed warehouse/office and tow yard on approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point; (Z2023-010) (Brian Taylor, Applicant) District1 - Dallari (**Annie Sillaway, Project Manager**) 2023-1099

35. **Board of Adjustment Appeal -** Appeal of the Board of Adjustment decision to deny the request for: (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for an existing shed in the R-1AA (Single Family Dwelling) district, and more particularly known as 149 Academy Oaks Place; (Julius John, Applicant) District3 - Constantine (**Angi Gates, Project Manager**) **2023-1124**

PUBLIC HEARINGS - LEGISLATIVE

36. Adopt Ordinance to create the Rice Lake Lake Management Municipal Services Benefit Unit [MSBU]; Adopt the associated preliminary capital assessment roll and the initial variable rate assessment roll required for funding the requested public services. District 5 - Herr **(Michael A. Eason Jr., MSBU Program Manager)** **2023-1061**

COUNTY ATTORNEY'S REPORT

37. SunRail Transition Update **(Paul Chipok, Deputy County Attorney)** **2023-1234**

COUNTY MANAGER'S REPORT

DISTRICT COMMISSIONER REPORTS (3, 5, 1, 2 and 4)

CHAIRMAN'S REPORT

PUBLIC COMMENT (Items not Related to the Agenda)

BOARD REORGANIZATION

38. Election of Chairman and Vice Chairman **2023-1232**

39. Affirm the Standards of Conduct for Seminole County Commissioners **2023-1233**

ADJOURN BCC MEETING

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

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

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1179

Title:

Proclamation - Proclaiming Lance Corporal Bradley William Sokoly, United States Marine Corps as Seminole County's November Veteran of the Month. **(Lance Corporal William Sokoly, United States Marine Corps)**

Division:

Community Services - Veterans Services

Authorized By:

Allison Thall

Contact/Phone Number:

Jason Althouse/407-665-2373

PROCLAMATION
OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING UNITED STATES MARINE CORPS LANCE CORPORAL BRADLEY WILLIAM SOKOLY FOR HIS OUTSTANDING SERVICE TO THE UNITED STATES AND SEMINOLE COUNTY

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

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

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

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

WHEREAS, Lance Corporal Bradley William Sokoly enlisted in the United States Marine Corps and served on active duty from 1983 to 1987. He received awards including the Combat Service Support Medal, Good Conduct Medal, Sea Service Deployment Ribbon, Rifle Expert Badge, and the Explosive Drivers School Certificate; and

WHEREAS, Lance Corporal Bradley William Sokoly performed duties as a Heavy Vehicle Operator and became the lead explosives driver in support of the M109-155 Self Propelled Howitzer. He was the designated individual to carry, protect, and train with the rocket assisted projectile that was nuclear capable; and

WHEREAS, Lance Corporal Bradley William Sokoly while enlisted, joined the Combat Center Rodeo Team, and competed in professional bull riding with other Marine Corps teams in sanctioned Professional Rodeo Cowboy Association events, winning the Reserve championship twice; and

WHEREAS, Lance Corporal Bradley William Sokoly moved to Seminole County in 1998. He has been a member of the American Legion Post 243 since 2020 and the Post Commander since June 2023. He is also the past Senior Vice Commandant of Detachment 64 Marine Corps League, a member of the Military Order of the Devil Dog Sgt G.B. Reasner Pound 124, and the 1st Marine Division Association Central Florida Chapter; and

WHEREAS, Lance Corporal Bradley William Sokoly has brought great credit and distinction upon himself, the United States of America, the United States Marine Corps, and Seminole County.

NOW, THEREFORE, BE IT PROCLAIMED that we, the Board of County Commissioners of Seminole County, Florida, express our gratitude, admiration, and respect for Lance Corporal Bradley William Sokoly, for his outstanding service to the United States Marine Corps and residents of Seminole County.

BE IT FURTHER PROCLAIMED that this Proclamation is presented to Lance Corporal Bradley William Sokoly, along with our sincere congratulations and recognition as Seminole County's

"Veteran of the Month"

ADOPTED this 14th day of November 2023.

_____
Amy Lockhart, Chairman Seminole
County Board of County Commissioners

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1176

Title:

Seminole County Vision Zero Action Plan **(Tony Nelson, P.E., County Engineer and Megan Ferguson, P.E., AICP, with HDR, Inc.)**

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, P.E., Public Works Director

Contact/Phone Number:

Bill Wharton/407-665-5730

VISION ZERO
CENTRAL FLORIDA
Counting down to zero traffic deaths

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

VISION ZERO SAFETY ACTION PLAN

PRESENTATION TO SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

NOVEMBER 14, 2023

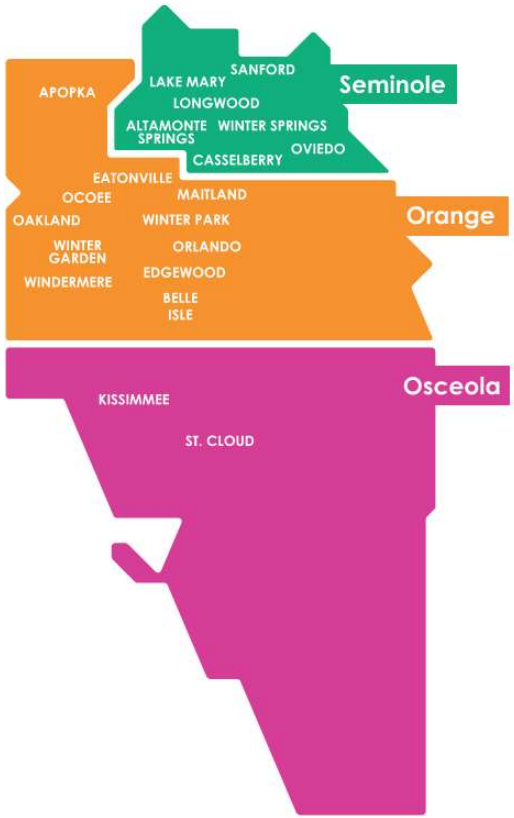
metroplan orlando
A REGIONAL TRANSPORTATION PARTNERSHIP

Agenda

1. Purpose and Background
2. What is Vision Zero?
3. Crash Trends
4. Scope of Work
5. Next Steps

Purpose and Background

- Coordinated planning effort led by MetroPlan Orlando to identify **safety projects**
- MetroPlan Orlando and its government partners were awarded a **$3.79 million federal grant**
- The Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary grant program
    - $5 billion in appropriated funds over 5 years, 2022-2026.
    - Types of grants:
        - (1) Planning/demonstration
        - (2) Implementation (**must be a project in Action Plan**)

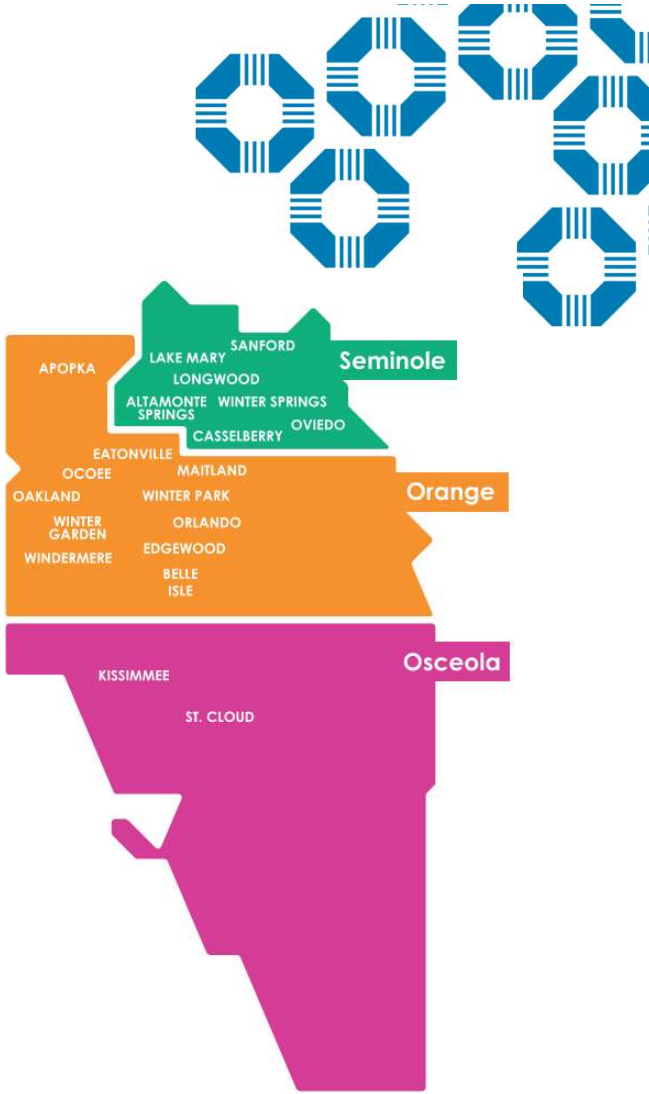


This work is being funded by a $3.79 million Safe Streets and Roads for All federal grant.

3

Agency Roles

- **MetroPlan Orlando**
  - Regional plan (3-county)
  - Leading a Regional Task Force (County has representation)
  - Providing data and guidance
- **County**
  - County specific plan
  - Leading a Steering Committee (Cities have representation)
- **Cities**
  - City specific plan



What is Vision Zero?

Memorial to people killed in traffic crashes. Source: Vision Zero Network

- Loss of life is not an acceptable price to pay for mobility
- Eliminate traffic deaths and severe injuries on the transportation system
- Proactive and preventive approach

Vision Zero Approach and Why It's Different

TRADITIONAL APPROACH		VISION ZERO
Traffic deaths are **INEVITABLE**		Traffic deaths are **PREVENTABLE**
PERFECT human behavior		Integrate **HUMAN FAILING** in approach
Prevent **COLLISIONS**	VS	Prevent **FATAL AND SEVERE CRASHES**
INDIVIDUAL responsibility		**SYSTEMS** approach
Saving lives is **EXPENSIVE**		Saving lives is **NOT EXPENSIVE**

Source: Vision Zero Network

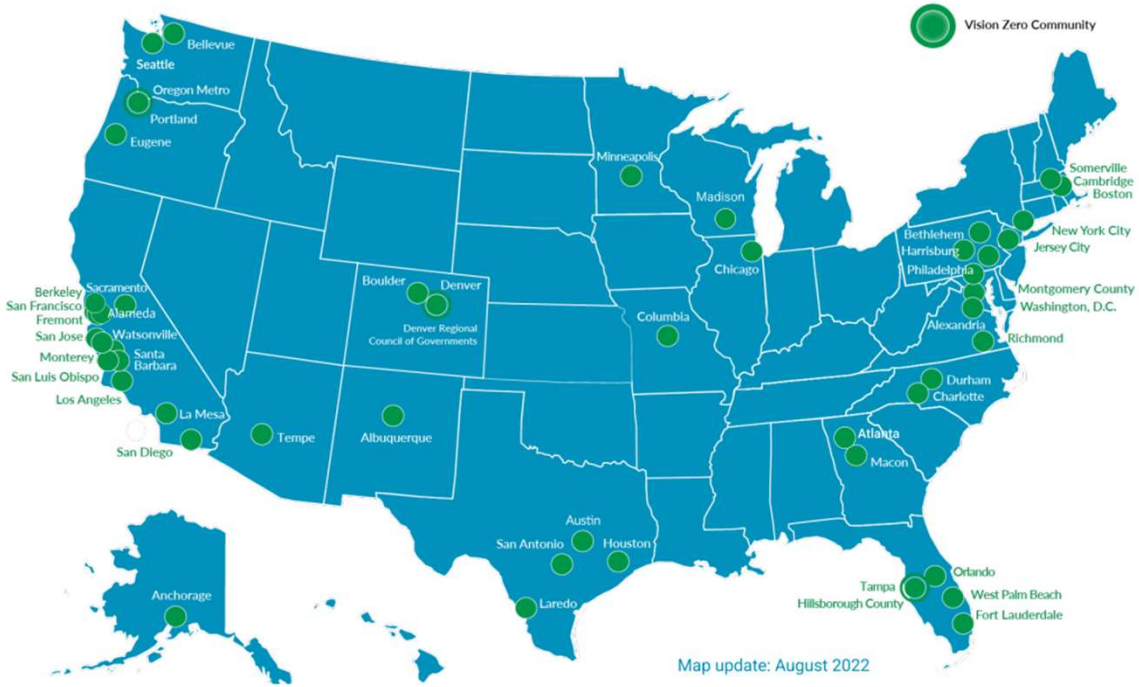
Vision Zero – Who has been doing it?

Sweden

Vision Zero – 1995 Launch

65%

Reduction in fatalities
1997 – 2021
Fatality rate of 2.2 per
100,000 population (2016)



Source: Vision Zero Network

Core Elements of Vision Zero Communities

Meets the following minimum standards:

- Set clear goal of **eliminating** traffic fatalities and severe injuries
- Elected officials have **committed publicly** to Vision Zero
- **Data driven** decision making
- **Actionable** Strategies are developed
- Key **agency departments** (including police, transportation, public health) are engaged
- **Data driven, equity-focused** decision making

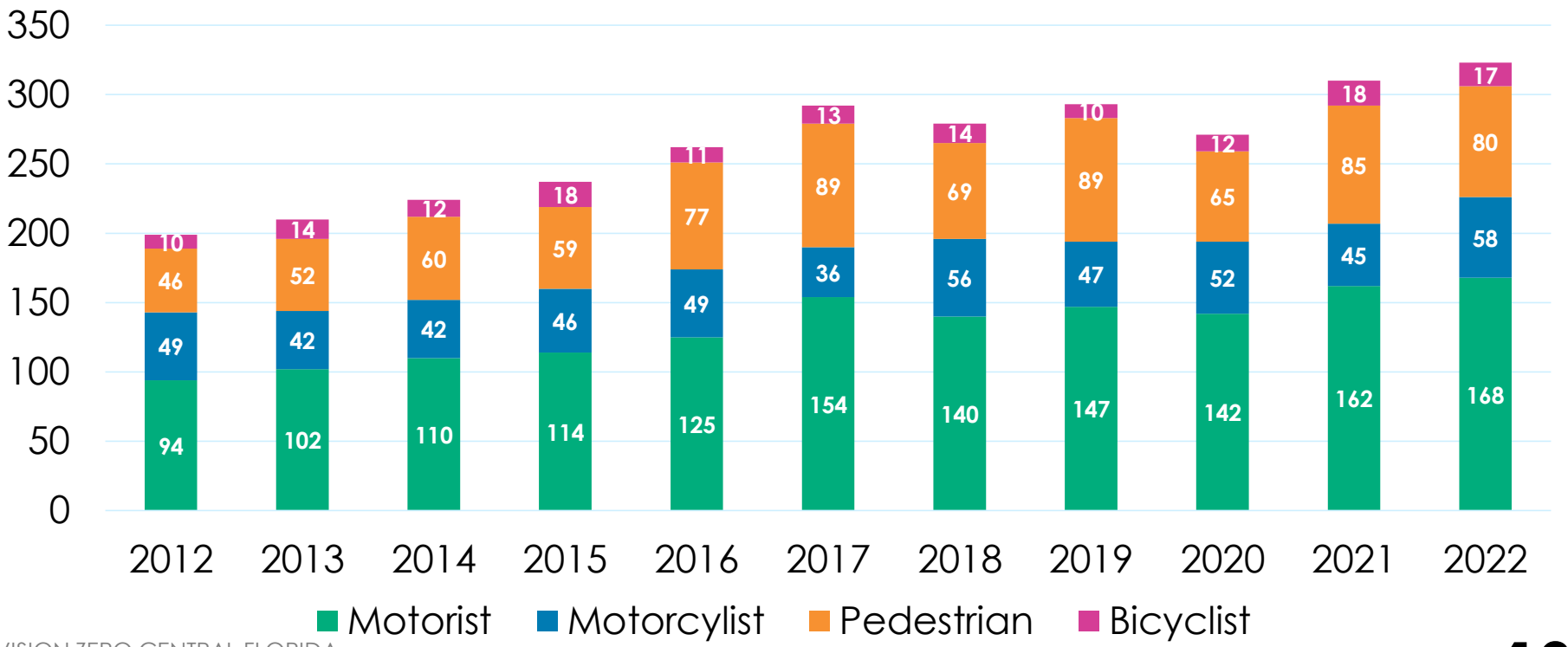
Core Elements:

- **Leadership and Commitment**
- **Safe Roadways and Safe Speeds**
- **Data-Driven Approach, Transparency and Accountability**

Zero is our goal. A Safe System is how we will get there.

U.S.Department of Transportation
Federal Highway Administration

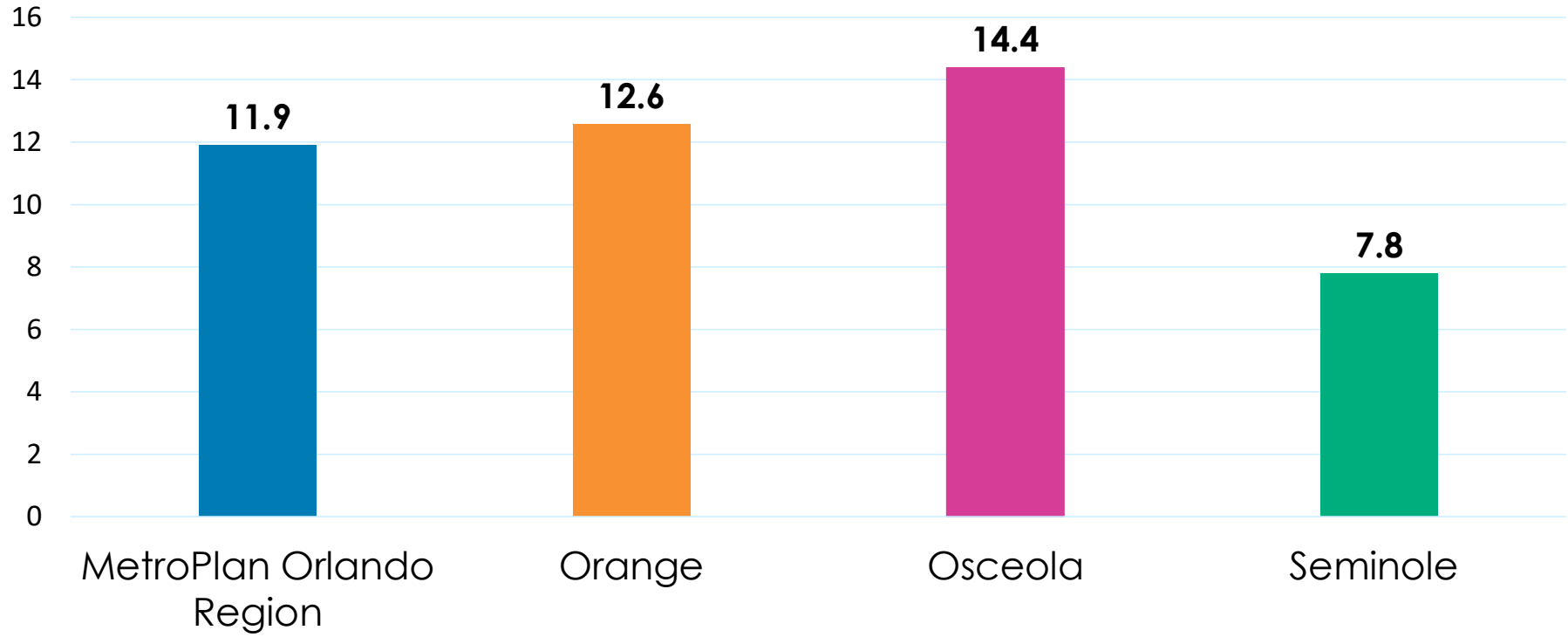
MetroPlan Orlando Region – Fatalities



VISION ZERO CENTRAL FLORIDA

10

Fatal Crashes per 100,000 Population – Average 2018-2022



Scope of Work

Steering Committee: Engage diverse group of stakeholders (County staff and partners).

Stakeholder Engagement: Up to six public meetings / workshops.

High Injury Network (HIN): Analyze crash trends and areas with serious injuries and deaths.

Scope of Work

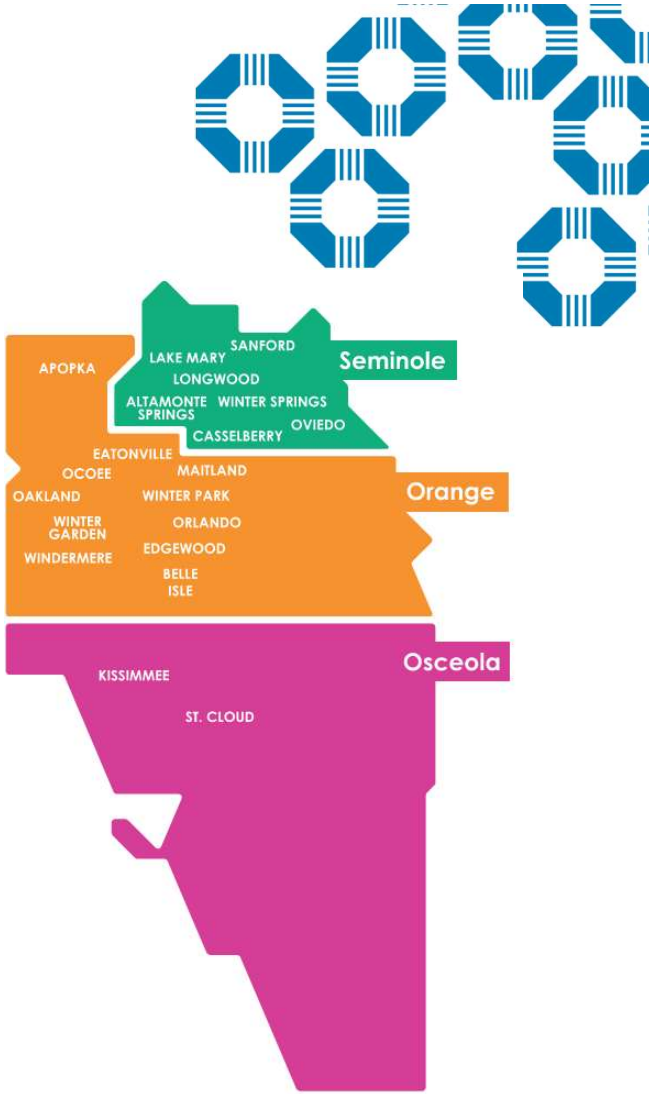
Policy Review: Identify opportunities and barriers to reaching Vision Zero.

Prioritize Projects and Strategies: Data-driven process to prioritize safety projects and strategies

Safety Action Plan: Comprehensive plan, includes project selection, performance evaluation, and progress monitoring strategies.

Plan Outcomes

- **MetroPlan Orlando**
  - Incorporate projects into 2050 Plan for prioritization and funding allocations
  - Additional SS4A grant applications
- **County**
  - Projects become grant eligible
  - Ability to apply for SS4A implementation grant



Next Steps

Fall 2023
Steering committee #1
Kickoff

Fall 2023
Begin Public Engagement

Fall 2023
Steering committee #2
Crash Analysis

Winter 2024
Steering committee #3
Countermeasures and Policies

Winter/Spring 2024
Continue Public Engagement

Spring 2024
Steering committee #4
Project Prioritization

Spring 2024
Steering committee #5
Final Action Plan

Thank You

Study Team Contacts

Lara Bouck (MetroPlan Orlando)	Lara.Bouck@MetroPlanOrlando.gov
Megan Ferguson (HDR)	Megan.Ferguson@hdrinc.com
Bill Wharton (Seminole County)	WWharton@seminolecountyfl.gov

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1222

Title:

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

Economic Outlook and Portfolio Strategy

November 14, 2023

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

MEMBER: FINRA/SIPC/NYSE | All Rights Reserved | © 2023 Hilltop Securities Inc.

Major Economic Themes

HilltopSecurities Asset Management

- ✓ GDP growth (again) was *much stronger than expected* in the third quarter, but forecasts call for an abrupt slowdown in the final quarter of the year.
- ✓ Worker productivity *seems* to be accelerating. This is key to solving the labor gap.
- ✓ The Fed did <u>not</u> hike this month and is not expected to raise rates again this year.
- ✓ A federal government shutdown looms (once again).
- ✓ The recent conflict in the Middle East brings additional uncertainty and volatility to the markets.

MEMBER: FINRA/SIPC/NYSE | All Rights Reserved | © 2023 Hilltop Securities Inc.

Current Investment Choices

HilltopSecurities

- U.S. Treasuries
  - 6-month ~~5.50%~~ ~~5.52%~~ 5.47%
  - 12-month ~~5.43%~~ ~~5.39%~~ 5.36%
  - 24-month ~~5.10%~~ ~~5.07%~~ 5.02%
  - 36-month ~~4.79%~~ ~~4.92%~~ 4.79%

- Florida QPD Savings
  - Multiple banks at 0.65% to 5.50%

Overnight Investment Pools

- **Fl. Prime 5.52%**
- Fl. Trust 5.40%
- Fl. Class 5.53%
- Fl. Safe 5.47%
- Fl. PALM 5.55%
- Fl. STAR 5.35%

MEMBER: FINRA/SIPC/NYSE | All Rights Reserved | © 2023 Hilltop Securities Inc.

Notes and Recommendations

HilltopSecurities

- Upcoming Maturities:
  - *11/16/23 $15 mm FHLB @ **4.80%***
  - *11/30/23 $10 mm Treasury-note @ **2.48%***

- Recent Investments:

  $10mm FHLB 11/2026 @ 4.97%

- Recommended Purchases
  - *$25 mm Florida Bank CD 24 months @ 5.40%*

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

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

MEMBER: FINRA/SIPC/NYSE | All Rights Reserved | © 2023 Hilltop Securities Inc.

HilltopSecurities
Asset Management

Contacts

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

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

Dan Grant | Portfolio Manager
Dan.Grant@HilltopSecurities.com

Andrea Cash | Portfolio Manager
Andrea.Cash@HilltopSecurities.com

Alexis Correa| Investment Analyst
Alexis.Correa@HilltopSecurities.com

Matthew Gomez| Investment Analyst
Matthew.Gomez@HilltopSecurities.com

2700 Via Fortuna, Suite 410
Austin, Texas 78746
512.481.2009
HilltopSecurities.com

MEMBER: FINRA/SIPC/NYSE | All Rights Reserved | © 2023

HilltopSecurities
Asset Management

Disclaimer

All information contained herein is obtained by HSAM from sources believed by it to be accurate and reliable. Information is provided “as is” without warranty of any kind, and HSAM makes no representation or warranty, express or implied, as to the accuracy, timeliness, completeness, merchantability or fitness for any particular purpose of any such information or analysis. Neither the information contained herein nor any opinion expressed constitutes an offer, or an invitation to make an offer, to buy or sell any securities or other investment or any options, futures or derivatives related to securities or investments. Nothing herein constitutes or should be construed as a legal opinion or advice. Recipients should consult their own attorney, accountant, financial or tax advisor or other consultant with regard to their own situation or that of any entity which they represent or advise. Neither HSAM nor any of its affiliates shall have any liability for any use of the information set out or referred to herein.

MEMBER: FINRA/SIPC/NYSE | All Rights Reserved | © 2023 Hilltop Securities Inc.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1190

Title:

Approve and authorize the Chairman to execute a tourism grant agreement with Sanford Main Street, Inc. in the amount of $30,000 for the FY2023/24 funding allocation for marketing and advertising. Countywide **(Guilherme Cunha, Administrator)**

Division:

County Manager Office - Tourism

Authorized By:

Guilherme Cunha

Contact/Phone Number:

Guilherme Cunha/407-665-2901

Background:

In 2020, Seminole County Tourism initiated a marketing and advertising grant for the purpose of supporting local efforts to advertise events and other attractions to promote Seminole County to out-of-area visitors. Per section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act, the Tourist Development Tax (TDT) may be used to promote and advertise tourism for the purposes of attracting visitors.

Sanford Main Street, Inc. is a certified program under the umbrella of the Florida Main Street and Main Street America programs. It is a 501(c)6 organization under the laws of the State of Florida with a seven-member voting board and three ex-officio members. The Board includes one ex-officio seat for Seminole County Tourism.

Sanford Main Street, Inc. is funded via public-private partnerships, which include the City of Sanford ($24,000 for staffing), the City of Sanford Community Redevelopment Agency ($48,500 staffing and marketing), and various private industry support ($15,000). The City of Sanford works closely with Seminole County Tourism to encourage marketing of the City as a destination. This grant provides the City, County, and Sanford's business community with increased ownership over the marketing of local businesses and attractions.

Seminole County Tourism coordinates with Sanford Main Street to ensure advertising dollars are spent within Section 125.0104 parameters while also aligning with Seminole County Tourism's overall marketing strategy.

Agreement terms include:

• Sanford Main Street may only use grant funds to promote out-of-county tourism. Funds may not be expended on wages or salaries, feasibility studies, facilities, or administrative expenses;

• Per Statute, funds must be used to market to visitors located outside of Seminole County;

• Upon request, Main Street will submit advertisement and promotion projects that were paid for with TDT dollars to Seminole County Tourism for review;

• Main Street shall provide and maintain an ex-officio seat on the Sanford Main Street, Inc. Board for a representative of Seminole County Tourism staff; and

• Main Street shall present at Tourist Development Council meetings as requested for performance updates.

Tourist Development Council Recommendation

At the August 17, 2023 meeting, the Tourist Development Council recommended approval for funding up to a total maximum sum of $30,000 for this grant allocation for marketing and advertising.

Funding History

FY2022/23 $50,000

FY2021/22 $50,000

FY2020/21 $50,000

The amount requested is budgeted in the FY2022/23 Tourism Development budget.

Staff Recommendation:

Approve and authorize the Chairman to execute a tourism grant agreement with Sanford Main Street, Inc. in the amount of $30,000 for the FY2023/24 funding allocation for marketing and advertising.

SANFORD MAIN STREET, INC.
TOURIST DEVELOPMENT TAX FUNDING AGREEMENT
FY 2023-2024

THIS AGREEMENT is made and entered this ____ day of _____, 2023, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and **SANFORD MAIN STREET, INC.**, a Florida not-for-profit corporation, whose mailing address is 111 S. Magnolia Avenue, Sanford, Florida 32771, hereinafter referred to as "MAIN ST.".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to promote and advertise tourism in the State of Florida and nationally and internationally for the purpose of attraction of tourists.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, COUNTY and MAIN ST. agree as follows:

Section 1. Term. The term of this Agreement is from October 1, 2023 through September 30, 2024, the date of signature by the parties notwithstanding, unless earlier terminated, as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or, at the option of COUNTY, immediately in the event that MAIN ST. fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received notice of termination. Upon said termination, MAIN ST. shall immediately refund to COUNTY or otherwise utilize as COUNTY directs any unused funds provided hereunder in accordance with Section 125.0104(5), Florida Statutes.

Section 3. Services.

(a) MAIN ST. shall use funds from this Agreement in conjunction with monies granted by any public or private agency to promote and advertise tourism in the State of Florida and nationally and internationally for the purpose of attraction of tourists, as set forth in Exhibit A attached hereto and incorporated herein.

(b) MAIN ST. shall be required to have and maintain a website for the purpose of promoting tourism. Such site shall be linked to the Orlando North Seminole County Tourism website (www.doorlandonorth.com) and such link shall be maintained throughout the duration of this Agreement.

(c) It is understood that MAIN ST. shall devote monies received pursuant to this Agreement to out-of-County advertising and promotion and shall, where appropriate, participate in COUNTY's cooperative advertising programs. MAIN ST. shall submit advertisement and promotional copy paid for with Tourist Development Tax dollars to COUNTY for review and approval.

Section 4. Membership. MAIN ST. shall provide and maintain one non-voting member seat on the Sanford Main Street, Inc. Board for a member of the Orlando North Seminole County Tourism staff, designated.

Section 5. Liability. COUNTY, its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions, and negligence of MAIN ST., its officers, employees, and agents in the performance of services provided hereunder. MAIN ST. hereby agrees to fully and completely indemnify, insure, and hold harmless COUNTY from and against any liability of whatsoever type or nature, howsoever arising, relating in any way to the acts or omissions of MAIN ST. and its officers, members, agents, and employees.

Section 6. Billing and Payment.

(a) COUNTY hereby agrees to provide financial assistance to MAIN ST. up to a total maximum sum of THIRTY THOUSAND AND 00/100 DOLLARS ($30,000.00) being the annual funding allocation. The funds will be payable for all services provided hereunder by MAIN ST. during the term of this Agreement in accordance with the proposed projects outline set forth in Exhibit A. Qualified expenditures are reimbursable upon:

(1) receipt by COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit B, from MAIN ST. requesting the total contract amount as stated above in Exhibit A;

(2) verification by Seminole County Tourism Division that MAIN ST. is providing the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter; and

(3) Payment requests shall be sent to:

Original: Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

(b) If MAIN ST. misappropriates or misuses the funds provided herein, MAIN ST. shall repay COUNTY the entire sum of this Agreement within ninety (90) days of notice from COUNTY as provided hereinafter.

Section 7. Reporting Requirements. In the performance of this Agreement, MAIN ST. shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. MAIN ST. shall transmit and certify interim financial records to COUNTY quarterly, in accordance with quarterly Tourist Development Council meeting reports. These reports should be submitted to the Seminole County Tourism office. The reports shall set forth general MAIN ST. activities, financials, and the progress.

Section 8. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to MAIN ST. shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall not be expended on wages or salaries for administrative staff, feasibility studies for facilities, or administrative expenses.

Section 9. Unavailability of Funds. MAIN ST. acknowledges that the Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds

pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to MAIN ST. as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received such notice of termination. In the event there are any unused COUNTY funds, MAIN ST. shall promptly refund those funds to COUNTY or otherwise utilize such funds as COUNTY directs.

Section 10. Access to Financial Records. MAIN ST. shall allow COUNTY, its duly authorized agent, and the public access to such of MAIN ST.'s records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 11. Liaison. MAIN ST. shall submit original Request for Funds Forms and any other correspondence, to the following:

Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, return receipt requested, and sent to:

For COUNTY:

Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

For MAIN ST.:

President
Sanford Main Street, Inc.
111 S. Magnolia Avenue
Sanford, Florida 32771

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 14. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, MAIN ST. shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to MAIN ST. as provided hereinabove.

Section 16. Conflict of Interest.

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

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

(c) Pursuant to Section 216.347, Florida Statutes, MAIN ST. hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

SANFORD MAIN STREET, INC.

By: _____
CHRISTINA HOLLERBACH, President

Date: _____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
AMY LOCKHART, Chairman

Date: _____

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

Attachments:
Exhibit A – Request for Funds Application
Exhibit B – Request for Funds Form

PHC/kly
10/24/23
T:\Users\Legal Secretary CSB\Tourism\2023\Sanford Main Street Funding Agreement Oct24(23).docx

Florida Main Street District TDT Grant Application

Main Street District Name: Sanford Main Street, Inc.

Main Street District Date Established: 1993 original; Reorganized in 2019

2022 Main Street District Director: Dan Ping

Director Contact: Director@SanfordMainStreet.com 407-710-0381

Main Street District Address: 230 E 1st St, Sanford, FL 32771

Please use the following checklist as a guideline to ensure you are submitting and receiving all necessary paperwork for your Main Street:

- ☐ Complete **Main Street Grant Application**
- ☐ Provide **Florida Main Street Letter/Certificate of current Accreditation**
- ☐ Submit **Tax ID or IRS letter of non-profit tax-exempt status**
- ☐ Submit **certified letter of support from municipality leadership**
- ☐ Submit **Tourism Impact study** (Hotel Room Count, Restaurant Count, Attractions, Visitor Surveys, any supplementing study to demonstrate impact of the tourism industry within your Main Street District)
- ☐ Submit current **Marketing Plan, Organizational Outline (Board Members), and Detailed Grant Budget presentation**
- ☐ Demonstrate Private Industry Financial Support (Membership Dues)

Grant Requirements: The Seminole County Tourism Office will retain one non-voting seat in the applying Main Street Board of Directors. Grant Funding will only be dispersed once the services have been rendered. Approved Invoices are to be submitted to the Seminole County Tourism Office for reimbursement.

Important dates/timeline to remember:

Marketing Committee Availability: Grant Applications must be approved by the TDC Marketing Committee. Grant applications will be subject to availability among the TDC Marketing Committee Agenda. Once approved

by the marketing committee the Grant Application will then proceed to the TDC for review.

Tourist Development Council (TDC) Agenda Availability: Grant Applications must be approved by the TDC. Grant applications will be subject to availability among the TDC Agenda. Once approved by the TDC the Grant Application will then proceed to the Seminole County Board of County Commissioners for final review.

Note: Seminole County reserves the right to cancel any Main Street agreement at any time. Applications are to be submitted on a yearly basis. Decisions made by the TDC and/or Seminole County Board of County Commissioners are final and will not be appealed in the same fiscal year. Applicants may reapply at the beginning of each fiscal year (October 1st).

SEMINOLE COUNTY TOURIST DEVELOPMENT TAX FLORIDA MAIN STREET GRANT

APPLICATION FORM AND INSTRUCTIONS

INTRODUCTION

The purpose of this document is to allow applicants to seek excess Tourist Development Tax (TDT) funding to attract and promote Florida Main Street District(s) held in Seminole County, Florida. Please be aware that excess TDT funding for new Main Street District(s) are NOT always available due to pre-existing funding commitments and changing TDT collections from year to year. Interested groups should contact Karen Aplin (KAplin@DoOrlandoNorth.com) to confirm that the Main Street District grant is available before submitting an application. This application is an evaluation tool only, and despite availability of funds at any given time, the County is not obligated to fund any Main Street District(s) at any time. The Seminole County Board of County Commissioners (BOCC) in consultation with the Seminole County Tourist Development Council (TDC) has goals for the use of TDT: 1) ensure compliance with Florida TDT statutorily allowed uses,
2) support Main Street District(s) that enhance the County economy by raising the profile of the community, attracting overnight visitors, and promoting the Seminole County economy including the vital tourism industry, and 3) provide partnership funding to the Main Street District that best use the TDT funding in connection with funding from other partners to deliver the proposed economic and/or promotional benefits. This application is a tool to evaluate the likelihood that proposals from Main Street District(s) will be able to best achieve the goals forth by the Seminole County BOCC and Seminole County TDC. The use of Florida TDT is governed by Section 125.0104 of the Florida Statutes. Seminole County has a preference for partnerships among Main Street District(s) that are currently partnering with other municipalities and private businesses. The BCC and/or TDC may request further information or clarifications related to information in the application or for issues that arise during the evaluation. Successful applicants will be required to enter into a funding agreement with the County setting forth the terms, conditions, timelines, and deliverables associated with receiving TDT funding from Seminole County. A funding process can take several months or more so please plan accordingly. This application is for Florida Main Street District(s) located in Seminole County seeking TDT funds for their external marketing (over 75 mile radius) efforts.

Florida Main Street
District TDT Grant
Application

Main Street District Name	Sanford Main Street, Inc.
Address	230 E 1st St
City	Sanford
State	FL
Zip Code	32771
Contact Person Name	Christina Hollerbach
Contact Person Title	President
Contact Phone Number	407-417-7750
Main Street District Website	www.sanfordmainstreet.com
Do any employees of your organization work in any capacity for Seminole County government? (Any unresolved conflict of interest or conflict not reported in advance may result in termination of funding).	No
Is this a non-profit organization?	Yes, organized as a 501(c)6
Tax Code Status	501(c)6
Is this organization tax exempt?	Yes
What is your Federal ID# as it appears on Form W-9?	59-3191854
What are your target audiences?	Target audiences primarily include FL and GA residents as well as individuals traveling into Sanford via the airlines serviced by Orlando Sanford International Airport and the Amtrak Auto Train
How do you intend to provide a valid estimated count of attendance and room nights at Main Street District's events?	Combination of web traffic data, guest and visitor surveys, hotel surveys and ticket sale information as applicable. Lodging Committees and getting data from the source.

Total amount of grant funding being requested from the County TDT for this Main Street District	$50,000
Intended Use of Funds Note: Please remember to	Promotion, marketing and programing expenses and paid advertising intended to reach beyond Seminole, Orange, Volusia

attach itemized expenditures to be funded by this grant. If funding is for advertising, detail the media and/or publication(s), which will be used. Attach a complete pro forma budget for the event including a listing of all anticipated funding sources and expenditures. Will you be partnering for promotion with other local agency or group?	and Osceola Counties with the potential to drive overnight visitation. Media to be used includes, broadcast, web and regional print and distribution of promotional pieces.
List all other **actual city/county/state/federal funding sources** for this Main Street District including any city/county funding. NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.	Anticipated funding for the 2023-2024 budget year includes this grant request from the county for $50000, the city's tri funding agreement for staffing at $24000 and from the CRA for staffing at $24000. The CRA also has a pilot program for Main Street with additional marketing funding at $24500 For a total possible government funding not to exceed $122500

List all other **non-governmental contributors, sponsors, and sources of funding** for this Main Street District other than government funding provided above and the TDT from Seminole County. NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.	Local business owners, property owners, and residents.
What **additional sources of funding** have you sought or do you intend to seek outside of those listed above? NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.	Recognized beneficiary of net proceeds from special events.
List past Florida TDT funding (to include each year with Florida County, amount requested, amount granted, amount spent, and purpose).	We have been the recipients of this Main Street Grant for the 2020-21 and 2021-22 season.
In this space, please give other details on your Main Street	Promotion of Sanford Main Street will drive additional business to Sanford thereby increasing the total spend at local

District that would add additional economic impact in Seminole County.	businesses improving their real estate valuations (and corresponding tax basis), gainful employment of additional residents and better visibility of Seminole County and what it offers. We work hand in hand with city and county economic developers to help entice new companies to choose this county as their new home.
What are your marketing, media, and advertising plans (local, regional, national, and/or international)? Will you be partnering for marketing, media, and advertising with another local agency or group?	Plans to include local, regional and national marketing, media and advertising. Some international advertising to the extent materials are included and/or considered by the international airlines serviced by Orlando Sanford International Airport. We partner with FRLA and Visit Florida to take advantage of their co-op marketing deals. We work locally with Historic Downtown Sanford's Visitors Guide.

Tourist Development Tax Request	$50,000	
Contributors, sponsors and other funding sources (include in-kind) NOTE: Failure to disclose other funding may result in denying future TDT funding of events.	City of Sanford	$ 24,000
	Private Industry Support	$ 15,000
	Signature Event Sponsors	$ 50,000
	Seminole County TDT Grant	$ 50,000
	CRA	$ 48,500
		$
		$
Total Contributor/Sponsor Funds	$187,500 (including $50,000 TDT grant); $137,500 (excluding TDT grant)	
Other income sources (i.e. registration fees, ticket sales, concessions, vendor sales)	Membership Dues	$1,800
	Kid Zone Events	$2,300
Total Other Income	$ 4100	
Total Income	$191600 (including TDT grant); $141600(excluding TDT grant)	
Please list ALL Main Street District expenses and indicate which items will utilize TDT funds	Salary and Payroll cost	$ 74,000
	General & Admin	$ 6,500
	Advertising & Public Relations	$ 75,000
	Contingencies	$ 1000
	Reserves	$ 100
	Signature Event	$ 35,000
Total Expense	$ 191600	

Certifications (Pulled from Orange County TDT Grants)

I have reviewed this GRANT APPLICATION hereby submitted to Seminole County. I am in full agreement with the information contained in this application and its attachments as accurate and complete. I further acknowledge my understanding that Seminole County in making a grant for special promotions or other purposes does not assume any liability or responsibility for the ultimate financial profitability of the Main Street District for which the grant is awarded. The County, unless otherwise specifically stated, is only a financial contributor to the Main Street District and not a promoter or co-sponsor, and will not guarantee or be responsible or liable for any debts or financial liability incurred. All third parties are hereby put on notice that the County will not be responsible for payment of any costs or debts for the Main Street District that are not paid by the grant applicant.

I understand the above guidelines and agree to comply with them. I understand full receipt of grant funding is based upon the organization's compliance with all regulations.

Authorized Agent: Christina Hollerbach

Title: President of Sanford Main Street Board of Directors Authorized Agent Signature:

Date: 07/30/2023

Additional Information and Clarification

Grant Impact, Support & Bidding:

1. Main Street District applicants may be required to give a presentation to Tourist Development Council at a regularly scheduled Seminole County TDC meeting and also may be required to present to the Seminole County BOCC as well.

2. The Main Street District applicant is required to list other financial support in addition to the requested TDT grant. Main Street District(s) that bring higher levels of partnership funding to leverage any TDT funding better meet the goals for TDT funding and may be more favorably evaluated than Main Street District(s) that do not.

The following requirements must be met in order to disburse funds:

1) The Grantee will expend funds in accordance with allowable expense items as indicated in the funding agreement: The use of Florida TDT is governed by Section 125.0104 of the Florida Statutes.

Allowable Expenses (Outside of a 75 mile radius):

a. External Promotion, marketing & programming

b. External Paid advertising & media buys

c. Acquisition of agency to execute the external (Outside of 75 mile radius) marketing campaign

2) A successful grantee will be funded for and must demonstrate the proven payment of invoices that meet the allowable expenses in the funding agreement.

Proof of payment includes:

a) A copy of the invoice billed and paid by the Grantee and the accompanying Key Performance Indicators of the marketing acquisition

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1192

Title:

Approve and authorize the Chairman to execute a tourism grant agreement with Florida Goldsboro Main Street, Inc. in the amount of $20,000 for the FY2023/24 funding allocation for marketing and advertising. Countywide **(Guilherme Cunha, Administrator)**

Division:

County Manager Office - Tourism

Authorized By:

Guilherme Cunha

Contact/Phone Number:

Guilherme Cunha/407-665-2901

Background:

In 2020, Seminole County Tourism initiated a marketing and advertising grant for the purpose of supporting local efforts to advertise events and other attractions to promote Seminole County to out-of-area visitors. Per section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act, the Tourist Development Tax (TDT) may be used to promote and advertise tourism for the purposes of attracting visitors.

Florida Goldsboro Main Street, Inc. is a 501(c)3 organization under the laws of the State of Florida with a seven-member voting board and one ex-officio member. The Board includes one ex-officio seat for Seminole County Tourism.

Florida Goldsboro Main Street, Inc. is funded via the City of Sanford ($30,000). Florida Goldsboro Main Street, Inc. is expecting private industry support as well. The City of Sanford works closely with Seminole County Tourism to encourage marketing of the City as a destination. This grant provides the City, County, and Goldsboro's business community with increased ownership over the marketing of local businesses and attractions.

Seminole County Tourism coordinates with Florida Goldsboro Main Street, Inc. to ensure advertising dollars are spent within Section 125.0104 parameters while also

aligning with Seminole County Tourism's overall marketing strategy.

Agreement terms include:

• Florida Goldsboro Main Street, Inc. may only use grant funds to promote out-of-county tourism. Funds may not be expended on wages or salaries, feasibility studies, facilities, or administrative expenses;

• Per Statute, funds must be used to market to visitors located outside of Seminole County;

• Upon request, Florida Goldsboro Main Street, Inc. will submit an advertisement and promotion copy paid for with TDT dollars to Seminole County Tourism for review and approval;

• Florida Goldsboro Main Street, Inc. shall provide and maintain an ex-officio seat on the Florida Goldsboro Main Street, Inc. Board for a representative of Seminole County Tourism staff; and

• Florida Goldsboro Main Street, Inc. shall present at Tourist Development Council meetings as requested for performance updates.

Tourist Development Council Recommendation

At the August 17, 2023 meeting, the Tourist Development Council recommended approval for funding up to a total maximum sum of $20,000 for this grant allocation for marketing and advertising.

Funding History

FY 2023/24 is the first request for funding.

The amount requested is budgeted in the FY2023/24 Tourism Development budget.

Staff Recommendation:

Approve and authorize the Chairman to execute a tourism grant agreement with Florida Goldsboro Main Street, Inc. in the amount of $20,000 for the FY2023/24 funding allocation for marketing and advertising.

FLORIDA GOLDSBORO MAIN STREET, INC.
TOURIST DEVELOPMENT TAX FUNDING AGREEMENT
FY 2023-2024

THIS AGREEMENT is made and entered this ____ day of _____, 2023, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY", and **FLORIDA GOLDSBORO MAIN STREET, INC.**, a Florida not-for-profit corporation, whose mailing address is 1213 Historic Goldsboro Boulevard, Sanford, Florida 32771, hereinafter referred to as "MAIN ST.".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to promote and advertise tourism in the State of Florida and nationally and internationally for the purpose of attraction of tourists.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, COUNTY and MAIN ST. agree as follows:

Section 1. Term. The term of this Agreement is from October 1, 2023 through September 30, 2024, the date of signature by the parties notwithstanding, unless earlier terminated, as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or, at the option of COUNTY, immediately in the event that MAIN ST. fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received notice of termination. Upon said termination, MAIN ST. shall immediately refund to COUNTY or otherwise utilize as COUNTY directs any unused funds provided hereunder in accordance with Section 125.0104(5), Florida Statutes.

Section 3. Services.

(a) MAIN ST. shall use funds from this Agreement in conjunction with monies granted by any public or private agency to promote and advertise tourism in the State of Florida and nationally and internationally for the purpose of attraction of tourists, as set forth in Exhibit A attached hereto and incorporated herein.

(b) MAIN ST. shall be required to have and maintain a website for the purpose of promoting tourism. Such site shall be linked to the Orlando North Seminole County Tourism website (www.doorlandonorth.com) and such link shall be maintained throughout the duration of this Agreement.

(c) It is understood that MAIN ST. shall devote monies received pursuant to this Agreement to out-of-County advertising and promotion and shall, where appropriate, participate in COUNTY's cooperative advertising programs. MAIN ST. shall submit advertisement and promotional copy paid for with Tourist Development Tax dollars to COUNTY for review and approval.

Section 4. Membership. MAIN ST. shall provide and maintain one non-voting member seat on the Sanford Main Street, Inc. Board for a member of the Orlando North Seminole County Tourism staff, designated.

Section 5. Liability. COUNTY, its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions, and negligence of MAIN ST., its officers, employees, and agents in the performance of services provided hereunder. MAIN ST. hereby agrees to fully and completely indemnify, insure, and hold harmless COUNTY from and against any liability of whatsoever type or nature, howsoever arising, relating in any way to the acts or omissions of MAIN ST. and its officers, members, agents, and employees.

Section 6. Billing and Payment.

(a) COUNTY hereby agrees to provide financial assistance to MAIN ST. up to a total maximum sum of TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00) being the annual funding allocation. The funds will be payable for all services provided hereunder by MAIN ST. during the term of this Agreement in accordance with the proposed projects outline set forth in Exhibit A. Qualified expenditures are reimbursable upon:

(1) receipt by COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit B, from MAIN ST. requesting the total contract amount as stated above in Exhibit A;

(2) verification by Seminole County Tourism Division that MAIN ST. is providing the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter; and

(3) Payment requests shall be sent to:

Original: Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

(b) If MAIN ST. misappropriates or misuses the funds provided herein, MAIN ST. shall repay COUNTY the entire sum of this Agreement within ninety (90) days of notice from COUNTY as provided hereinafter.

Section 7. Reporting Requirements. In the performance of this Agreement, MAIN ST. shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. MAIN ST. shall transmit and certify interim financial records to COUNTY quarterly, in accordance with quarterly Tourist Development Council meeting reports. These reports should be submitted to the Seminole County Tourism office. The reports shall set forth general MAIN ST. activities, financials, and the progress.

Section 8. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to MAIN ST. shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall not be expended on wages or salaries for administrative staff, feasibility studies for facilities, or administrative expenses.

Section 9. Unavailability of Funds. MAIN ST. acknowledges that the Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds

pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to MAIN ST. as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received such notice of termination. In the event there are any unused COUNTY funds, MAIN ST. shall promptly refund those funds to COUNTY or otherwise utilize such funds as COUNTY directs.

Section 10. Access to Financial Records. MAIN ST. shall allow COUNTY, its duly authorized agent, and the public access to such of MAIN ST.'s records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 11. Liaison. MAIN ST. shall submit original Request for Funds Forms and any other correspondence, to the following:

Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, return receipt requested, and sent to:

For COUNTY:

Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

For MAIN ST.:

President
Florida Goldsboro Main Street, Inc.
1213 Historic Goldsboro Boulevard
Sanford, Florida 32771

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 14. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, MAIN ST. shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to MAIN ST. as provided hereinabove.

Section 16. Conflict of Interest.

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

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

(c) Pursuant to Section 216.347, Florida Statutes, MAIN ST. hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

FLORIDA GOLDSBORO MAIN STREET, INC.

By: _____
KENNETH BENTLEY, President

Date: _____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
AMY LOCKHART, Chairman

Date: _____

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

Attachments:
Exhibit A – Request for Funds Application
Exhibit B – Request for Funds Form

PHC/kly
10/24/23
T:\Users\Legal Secretary CSB\Tourism\2023\Florida Goldsboro Main Street Funding Agreement Oct24(23).docx

Florida Main Street District
TDT Grant Application

Main Street District Historic Goldsboro Blvd:

Main Street District Date

1213 Historic Goldsboro Main Street District Director:

Director Contact Mr. Kenneth Bentley Blvd

Main Street District Address: 1213 Historic Goldsboro

Please use the following checklist as a guideline to ensure you are submitting and receiving all necessary paperwork for your Main Street:

- ☐ Complete **Main Street Grant Application**
- ☐ Provide **Florida Main Street Letter/Certificate of current Accreditation**
- ☐ Submit **Tax ID or IRS letter of non-profit tax-exempt status**
- ☐ Submit **Certified letter of support from municipality leadership**
- ☐ Submit **Tourism Impact study** (Hotel Room Count, Restaurant Count, Attractions, Visitor Surveys, any supplementing study to demonstrate impact of the tourism industry within your Main Street District)
- ☐ Submit current **Marketing Plan, Organizational Outline (Board Members), and Detailed Grant Budget presentation**
- ☐ Demonstrate Private Industry Financial Support (Membership Dues)

Grant Requirements: The Seminole County Tourism Office will retain one non-voting seat in the applying Main Street Board of Directors. Grant Funding will only be dispersed once the services have been rendered. Approved Invoices are to be submitted to the Seminole County Tourism Office for reimbursement.

Important dates/timeline to remember:

Marketing Committee Availability: Grant Applications must be approved by the TDC Marketing Committee. Grant applications will be subject to availability among the TDC Marketing Committee Agenda. Once approved y the marketing committee the Grant Application will then proceed to the TDC for review.

Tourist Development Council (TDC) Agenda Availability: Grant Applications must be approved by the TDC. Grant applications will be subject to availability among the TDC Agenda. Once approved by the TDC the Grant Application will then proceed to the Seminole County Board of County Commissioners for final review.

Note: Seminole County reserves the right to cancel any Main Street agreement at any time. Applications are to be submitted on a yearly basis. Decisions made by the TDC and/or Seminole County Board of County Commissioners are final and will not be appealed in the same fiscal year. Applicants may reapply at the beginning of each fiscal year (October 1st).

SEMINOLE COUNTY TOURIST DEVELOPMENT TAX FLORIDA MAIN STREET GRANT

APPLICATION FORM AND INSTRUCTIONS

INTRODUCTION

The purpose of this document is to allow applicants to seek excess Tourist Development Tax (TDT) funding to attract and promote Florida Main Street District(s) held in Seminole County, Florida. Please be aware that excess TDT funding for new Main Street District(s) are NOT always available due to pre-existing funding commitments and changing TDT collections from year to year. Interested groups should contact Karen Aplin (KAplin@DoOrlandoNorth.com) to confirm that the Main Street District grant is available before submitting an application. This application is an evaluation tool only, and despite availability of funds at any given time, the County is not obligated to fund any Main Street District(s) at any time. The Seminole County Board of County Commissioners (BOCC) in consultation with the Seminole County Tourist Development Council (TDC) has goals for the use of TDT: 1) ensure compliance with Florida TDT statutorily allowed uses,
2) support Main Street District(s) that enhance the County economy by raising the profile of the community, attracting overnight visitors, and promoting the Seminole County economy including the vital tourism industry, and 3) provide partnership funding to the Main Street District that best use the TDT funding in connection with funding from other partners to deliver the proposed economic and/or promotional benefits. This application is a tool to evaluate the likelihood that proposals from Main Street District(s) will be able to best achieve the goals forth by the Seminole County BOCC and Seminole County TDC. The use of Florida TDT is governed by Section 125.0104 of the Florida Statutes. Seminole County has a preference for partnerships among Main Street District(s) that are currently partnering with other municipalities and private businesses. The BCC and/or TDC may request further information or clarifications related to information in the application or for issues that arise during the evaluation. Successful applicants will be required to enter into a funding agreement with the County setting forth the terms, conditions, timelines, and deliverables associated with receiving TDT funding from Seminole County. A funding process can take several months or more so please plan accordingly. This application is for Florida Main Street District(s) located in Seminole County seeking TDT funds for their external marketing (over 75 mile radius) efforts.

Florida Main Street
District TDT Grant
Application

Main Street District Name	Historic Goldsboro Main Street
Address	1213 Historic Goldsboro Boulevard
City	Sanford
State	Florida
Zip Code	32771
Contact Person Name	Kenneth Bentley
Contact Person Title	Chairman
Contact Phone Number	321-262-5075
Main Street District Website	HistoricGoldsboroMainStreet.org
Do any employees of your organization work in any capacity for Seminole County government? (Any unresolved conflict of interest or conflict not reported in advance may result in termination of funding).	No
Is this a non-profit organization?	Yes, organized as a 501 (c) (3)
Tax Code Status	Non-Profit 501 (c) (3)
Is this organization tax exempt?	Yes
What is your Federal ID# as it appears on Form W-9?	88-2542923
What are your target audiences?	Our target audiences will be visitors from neighboring cities 75 miles outside of Seminole County that will travel here for either family, business, religious and/or recreational activities or events. Cities with similar diverse History will greatly benefit from touring our Historic areas. Also, outreach recruitment of visitors/travelers from the Orlando Sanford International Airport and Amtrak Auto Train will be our primary focus.
How do you intend to provide a valid estimated count of attendance and	Developing partnerships with community planners, hotel marketing representative and, also Orlando Sanford International Airport and Amtrak Auto Train

room nights at Main Street District's events?	marketing representatives to acquire accurate, and pertinent data regarding visitors and hotel stay. Also, seek pre/post registration data from community planners of possible special events listed below: • Class Reunions • Family Reunions • Churches Conventions • MLK day Parade and Reception • Weddings • Receptions • Live Entertainment Events • Police and Fireman Public safety Building located on Historic Goldsboro Blvd • And other special events held at the Dr. Velma H. Williams Westside Community Centers Goldsboro is an extremely close community therefore; we expect that our businesses, churches and community centers will share in the attendance count of the visitors that have overnight stays. In addition, Goldsboro Main Street will maintain an on-going record of data recorded from partners and will offer some free special events and activities for the visitors that stay overnight.
Total amount of grant funding being requested from the County TDT for this Main Street District	$25,000
Intended Use of Funds Note: Please remember to	The Goldsboro Main Street funds are intended to be only used for promotion, marketing, and advertising expenses 75 miles outside of Seminole County. The purpose is to reach and attract visitors outside of Seminole, Orange, Osceola and Volusia County. The media to be used will include; social media, broadcast station, local and state newspapers, radio stations, Web-sites, crowd-sourcing. We will work closely with Chamber of Commerce, and Welcome Centers in those cities.

Attach a complete pro forma budget for the event including a listing of all anticipated funding sources and expenditures. Will you be partnering for promotion with other local agency or group?	Will partner with Goldsboro Front Porch Inc., Area Chamber of Commerce, Sanford Police Department, Sanford Fire Department and Sanford Main Street Inc.,
List all other **actual city/county/state/federal funding sources** for this Main Street District including any city/county funding. NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.	This is the first year application for the Historic Goldsboro Main Street program. Received $30,000 from the city of Sanford.
List all other **non-governmental contributors, sponsors, and sources of funding** for this Main Street District other than government funding provided above and the TDT from Seminole County. NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.	Local business owners, donations, board members contribution Goldsboro Main Street Board Members, and friends for Goldsboro Main Street. Funding Sources: Seminole County Sheriff Department Dr. Willie B. Sherman, Dentist Dr. Vashaun Williams, Psychiatrist
What **additional sources of funding** have you sought or do you intend to seek outside of those listed above? NOTE: Failure to disclose other funding sources may result in denying future	Seeking funds and donation from local Restaurants, Churches, Police and Fire Departments. And activities sponsored at the Dr. Velma H. Williams Westside Community Center.

TDT funding of events.	
List past Florida TDT funding (to include each year with Florida County, amount requested, amount granted, amount spent, and purpose).	This is the first year for Historic Goldsboro Main Street to submit this application. N/A
In this space, please give other details on your Main Street District that would add additional economic impact in Seminole County.	The promotion, marketing and advertising campaign for Historic Goldsboro Main Street will create excitement, positive energy and enthusiasm for Goldsboro while generating extra revenue for the local businesses. Also, the Churches and residents will benefit from the increased activity in the area. It will bring people, traffic and commerce back to Historic Goldsboro, while revitalizing and creating jobs for the Goldsboro area.

	Attracting tourist will boost the economy, and give economic vitality, by improving and preserving the Historic builds and land scape. It will strengthen existing businesses and recruiter new business and serve as a magnet to bring visitors from all walks of life. Businesses real-estate will improve. And gainful employment for the residents will become readily available.	
What are your marketing, media, and advertising plans (local, regional, national, and/or international)? Will you be partnering for marketing, media, and advertising with another local agency or group?	Plans will include; local and regional marking, social media, radio marketing, and Area Chamber of Commerce and Welcome Centers outside the 75 mile radius . The primary target audience will be FL including Tallahassee, Tampa, Miami, St. Augustine and Jacksonville residents as well as those individuals traveling through Sanford by Amtrak Auto Train, and	

	Airplane. From the Orlando/Sanford International Airport. Develop marketing partnering relationship with Mr. Steve Fussell, marking director from O.S.I, and the marketing director from Amtrak Auto Train, Mr. Dexter Martinez.		
Tourist Development Tax Request	$ 25,000	Actual	Proposed $$
Contributors, sponsors and other funding sources (include in-kind) NOTE: Failure to disclose other funding may result in denying future TDT funding of events.	City of Sanford	$ 30,000.00	
	Private Industry Support		$5,000
	Signature Event		$5,000
	Seminole County TDT Grant	$ 25,000	
	In-Kind Work Experience, Education, Volunteer Service/Board Members		$5,000
	In-Kind Facility Utilities, Office Supplies, Materials, Equipment and Insurance		$10,000
Total Contributor/Sponsor Funds	$55,000 (total including TDT grant) $30,000 (total excluding TDT grant) (Proposed)		
	Event Sponsors		$5,000
	Annual Donors		$10,000
Total Other Income	$40,000		Proposed
Total Income	$65,000 (total including TDT grant) $40,000 (total excluding TDT grant)		
Please list ALL Main Street District expenses and indicate which items will utilize TDT funds	Salary and Payroll Cost	$24,000	
	General & Admin	$6,000	
	Advertising & Public Relations	$25,000 (TDT funds)	
	Contingencies	$0	
	Reserves	$0	
	Anticipated Signature Event	$ 5,000	
Actual Total		$65,000	
Proposed			$40,000
Total Expensed = Actual and Proposed			$105,000

Certifications (Pulled from Orange County TDT Grants)

I have reviewed this GRANT APPLICATION hereby submitted to Seminole County. I am in full agreement with the information contained in this application and its attachments as accurate and complete. I further acknowledge my understanding that Seminole County in making a grant for special promotions or other purposes does not assume any liability or responsibility for the ultimate financial profitability of the Main Street District for which the grant is awarded. The County, unless otherwise specifically stated, is only a financial contributor to the Main Street District and not a promoter or co-sponsor, and will not guarantee or be responsible or liable for any debts or financial liability incurred. All third parties are hereby put on notice that the County will not be responsible for payment of any costs or debts for the Main Street District that are not paid by the grant applicant.

I understand the above guidelines and agree to comply with them. I understand full receipt of grant funding is based upon the organization's compliance with all regulations.

Authorized Agent: Mr. Kenneth Bentley

Title: Goldsboro Front Porch

Apprentice Main Street Program

Chairman: Mr. Kenneth Bentley

Date: 07/28/2023

Board of Directors Authorized Agent

Signature:

Additional Information and Clarification

Grant Impact, Support & Bidding:

1. Main Street District applicants may be required to give a presentation to Tourist Development Council at a regularly scheduled Seminole County TDC meeting and also may be required to present to the Seminole County BOCC as well.

2. The Main Street District applicant is required to list other financial support in addition to the requested TDT grant. Main Street District(s) that bring higher levels of partnership funding to leverage any TDT funding better meet the goals for TDT funding and may be more favorably evaluated than Main Street District(s) that do not.

The following requirements must be met in order to disburse funds:

1) The Grantee will expend funds in accordance with allowable expense items as indicated in the funding agreement: The use of Florida TDT is governed by Section 125.0104 of the Florida Statutes.

Allowable Expenses (Outside of a 75 mile radius):

a. External Promotion, marketing & programming

b. External Paid advertising & media buys

c. Acquisition of agency to execute the external (Outside of 75 mile radius) marketing campaign

2) A successful grantee will be funded for and must demonstrate the proven payment of invoices that meet the allowable expenses in the funding agreement.

Proof of payment includes:

a) A copy of the invoice billed and paid by the Grantee and the accompanying Key Performance Indicators of the marketing acquisition

Historic Goldsboro Main Street Project

Historic

Goldsboro Main Street

OUR BIG GOAL

Marketing Plan

- The GOAL: To develop and administer the Main Street Marketing Program utilizing short-term and long-term strategies for marketing and promoting Historic Goldsboro Main Street utilizing (75) mile radius required.

Location for Success

Historic Goldsboro Main Street:

The marketing strategies is positioned for success with the intersection of U.S highway 17-92 being the main artery, of Sanford Historic Main Street district. Also, it's close proximity to the Sun Rail, Amtrak Auto Train and the Orlando/Sanford International Airport, Dr. Velma H. Williams Westside Community Center, Crooms Academy School of Technology, Restaurants, Businesses, and several large Historic Churches, Public Safety Building, Goldsboro Museum and Welcome Center. And Dr. Velma Williams Resource Center.

The potential benefits:

Marketing benefits to Historic Goldsboro Main Street are to increase economic opportunities, gradually decreasing the crime rate, improve job opportunities and economic vitality. The historic landscape and personality will be revitalized and the preservation of the communities historic landmarks. Main Street will rekindle the hunger and thirst that the citizens in the community have missed for decades. And, most importantly, the marketing and promotional strategies will serve as a magnet to bring tourist from all walks of life (all races, religions, genders, and ages). The marketing and promotional strategies are designed to arouse the thirst and appetite of potential visitors from the targeted cities (75 mile radius).

Marketing Goals

- Board members are committed and understand their major roles as ambassadors to attract tourist to the area. Each board member realizes that the main goal is to employ strategies to recruit tourist to Seminole County, to stay over night, rent cars, visit restaurants, see our attractions, such as the Central Florida Zoo, the River Walk, our countless Parks, Goldsboro Museums and Welcome Center, and other sites (Historic Goldsboro Blvd, Historic Main Street, and Dr. Velma Williams resource center).

- Walking tours and story telling will be conducted for visitors to learn about the rich Historic Goldsboro History. Data collection and marketing management will be on-going for visitors living (75) miles outside of the community.

- Build sound partnerships to create and share resource studies for the designated targeted market audience. Tracking and maintaining statistical data will also be on-going.

1. **Establish partnerships with community stakeholders in the various geographic location outside the (75) mile radius.**

   a. Targeted resource utilized:

   - Social Media
   - Newspaper ads
   - Radio Station
   - Word/mouth and literature
   - Podcast and public speaking engagements
   - Snapchat
   - YouTube
   - Twitter
   - LinkedIn
   - Crowdsourcing

- Devise a directory of gate keepers and stakeholder in the five target markets representing Chamber of Commerce's, Main Street programs, Welcome Centers and other organizations, outside of the (75) mile radius.
- Establish a local stakeholders/gate keepers advisory board as allies to support promotional efforts with the following Florida Cities:
  - Miami
  - Jacksonville
  - Tampa
  - Tallahassee
  - St. Augustine
- Conduct monthly Zoom meeting to build relationship with our long distance stakeholder's' and partners.
- Main Street Board will visit area Churches, Businesses, Chamber of Commerce's and/or Welcome Centers, of at least one city (in-kind), to promote and market Historic Goldsboro Main street.

- Research, compile, and develop a calendar of events and activities of each of the five cites to visit/promote our local main street.

- Develop on-going partnerships with family and class reunion event planners, and other community event planners, also, with hotel marketing representatives and Orlando/Sanford International Airport (Mr. Steve Fussell), and Amtrak Auto Trains marketing directors (Mr. Dexter Martinez).

- Targeted visitors are as follows:
- Class reunions
- Family reunions
- Churches conventions
- MLK day Parade and Reception
- Weddings
- Receptions
- Live entertainment events
- And other special events held at the Dr. Velma H. Williams Westside Community Center
- Goldsboro Historic Museum/Welcome Center

- Main Street will Maintain complete and records for documentation of deliverables to submit accurate and timely invoices. Proper oversite of budget management will be adhered to all times.

- Formally, Historic Main Street application was submitted as an entity of Goldsboro Front Porch Inc., Currently Main Street is a 501 c(3) with a collaborative partnership with the Goldsboro Front Porch Inc.,

- If you have any question, please contact:
  - Mr. Kenneth Bentley (321)-262-5075
  - Dr. Velma H. Williams (407)314-4216

Electronic Articles of Incorporation For

N22000004267
FILED
April 15, 2022
Sec. Of State
tscott

FLORIDA GOLDSBORO MAIN STREET, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

FLORIDA GOLDSBORO MAIN STREET, INC.

Article II

The principal place of business address:

1213 HISTORIC GOLDSBORO BLVD.
SANFORD, FL. 32771

The mailing address of the corporation is:

1213 HISTORIC GOLDSBORO BLVD.
SANFORD, FL. 32771

Article III

The specific purpose for which this corporation is organized is:

THIS CORPORATION IS ORGANIZED FOR THE PURPOSE OF THE PRESERVATION AND REVITALIZATION TO STIMULATE ECONOMIC DEVELOPMENT IN THE HISTORIC GOLDSBORO BOULEVARD MAIN STREET DISTRICT THROUGH EMPLOYING THE MAIN STREET FOUR POINT APPROACH.

Article IV

The manner in which directors are elected or appointed is:

APPOINTMENT BY THE BOARD

Article V

The name and Florida street address of the registered agent is:

JOYCE DAVIS
709 E. 6TH STREET
SANFORD, FL. 32771

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: JOYCE DAVIS

N22000004267
FILED
April 15, 2022
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

NICOLE WESLEY
1217 GOLDEN GATE CIR.

SANFORD, FL 32771

Electronic Signature of Incorporator: NICOLE D. WESLEY

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
KENNETH BENTLEY
1118 SOUTH PERSIMMON AVE..
SANFORD, FL. 32771

Title: VP
VELMA WILLIAMS
1605 W. 17TH STREET
SANFORD, FL. 32771

Title: SECY
NICOLE WESLEY
1217 GOLDEN GATE CIR.
SANFORD, FL. 32771

Title: TR
JOYCE DAVIS
709 E. 6TH STREET
SANFORD, FL. 32771

Title: PR
LATOYA HINSON
1494 CHELSEA MANOR CIR.
DELAND, FL. 32724

Title: COC
ALGERINE MILLER
1703 SOUTHWEST RD.
SANFORD, FL. 32771

Article VIII

The effective date for this corporation shall be:

04/11/2022

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
10/06/2022
Employer ID number:
88-2542923
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
June 30
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
April 15, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053671001852

FLORIDA GOLDSBORO MAIN STREET INC
1213 HISTORIC GOLDSBORO BLVD
SANFORD, FL 32771

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

November 12, 2021

Mr. Kenneth Bentley
Goldsboro Front Porch
1213 Historic Goldsboro Boulevard
Sanford, Florida 32771

Dear Mr. Bentley:

On behalf of the Florida Division of Historical Resources, congratulations on your recent designation as a Florida Main Street community. We look forward to working with you as an apprentice Florida Main Street community to encourage the revitalization and preservation of your district.

Attached here you will find the 3-Year Florida Main Street Letter of Agreement. Please review carefully, execute, and return the original hardcopy to our office as soon as possible. Once fully executed by the Division of Historical Resources, you will receive an electronic version of the document for your records.

Once the Letter of Agreement is fully executed, your Main Street organization will be eligible for technical assistance from the Division of Historical Resources. This includes $10,000 in consultant services that can be utilized by your organization within the next three years, match waivers for the Division of Historical Resource's Historic Grants Program, payment of the first year of Main Street America membership dues, one scholarship per year for the first three years to attend the national Main Street Now Conference, among other items.

Please direct any additional questions to Florida Main Street Program Coordinator, Katherine Beck, at Katherine.Beck@dos.myflorida.com or 850.245.6345.

We look forward to your future successes as Florida Main Street community.

Sincerely,

Timothy A. Parsons, Ph.D.
Director, Division of Historical Resources &
State Historic Preservation Officer

TAP/lmc

CC: The Honorable Art Woodruff, Mayor, City of Sanford; Mr. Norton N. Bonaparte, Jr., City Manager, City of Sanford

CITY OF SANFORD
COMMUNITY REDEVELOPMENT AGENCY

July 25, 2023

Seminole County Tourist Development Council
1101 East First Street
Sanford, Florida 32771

Re: Historic Goldsboro Main Street - Letter of Support

To Whom It May Concern:

On behalf of the Sanford Community Redevelopment Agency (CRA), the CRA Board is very proud to show support of Historic Goldsboro Main Street. This recently formed organization follows the National Main Street Center's Four Point Approach which offers a framework for community-based revitalization efforts. Supporting Goldsboro Main Street efforts assists with:

- Creation of jobs,
- Saves tax dollars,
- Preserves the community's historic resources, and
- Builds community pride.

Assistance with funding to promote and attract events would greatly help Goldsboro Main Street's revitalization efforts and enhance the County's economy by raising the profile of the community.

The Sanford Community Redevelopment Agency is a strong supporter of Goldsboro Main Street and recognizes that while this is a competitive grant, awarding this grant to Goldsboro Main Street would be a game changer.

Respectfully,

Charles Davis
CRA Chairman

CITY OF
SANFORD
OFFICE OF THE MAYOR &
CITY COMMISSION

As the Commissioner of District 2 in the beautiful Historic Goldsboro Community in the City of Sanford, I am proud to support The Goldsboro Main Street Inc., and the application for the Grant from the Seminole County Tourism Tax.

This grant would help The Goldsboro Main Street Inc. advertise and promote the beautiful Historic Goldsboro Community. It would promote Crooms Academy, Goldsboro Elementary, the Auto Train, the variety of restaurants, beautiful Churches and the variety of special events within the Community.

This grant will help revitalize and raise the profile of the Historic Goldsboro Community.

Sincerely,

Kerry S. Wiggins Sr.

Commissioner, Kerry S. Wiggins, Sr.
District 2

CITY OF
SANFORD
OFFICE OF THE CITY MANAGER

July 28, 2023

Seminole County Tourist Development Council
1101 East First Street
Sanford, Florida 32771

Re: Historic Goldsboro Main Street - Letter of Support

To Whom It May Concern:

As the city manager of Sanford, I submit this letter of support for the Goldsboro Main Street Inc.'s application for a Seminole County Tourist Development Tax Florida Main Street Grant.

This organization is part of the City's efforts to provide needed services to the residents of Goldsboro. It works to preserve the neighborhood's historic resources and community pride.

I fully support their grant application. Please feel free to contact me if you wish any additional information.

Sincerely,

Norton N. Bonaparte, Jr.
City Manager

Historic Goldsborc Main Street Pro

EXPENSES

TOTAL EXPENSES	Estimated	Actual
	$25,000.00	$25,000.00

Raido	Estimated	Actual
Tampa	$3,000.00	TBD
St. Augustine	$2,000.00	TBD
Jacksonville	$1,500.00	TBD
Miami	$2,500.00	TBD
Total	$9,000.00	TBD

Area Chamber of Comn	Estimated	Actual
All Florida Cities	$50.00	TBD
Fort Lauderdale	$50.00	TBD
Jacksonville	$50.00	TBD
St. Augustine	$50.00	TBD
Total	$200.00	TBD

News Paper	Estimated	Actual
Tampa 1/2 page	$1,000.00	TBD
St. Augustine 1/2 page	$2,100.00	TBD
Jacsonville 1/2 page	$1,200.00	TBD
Miami 1/2 page	$1,300.00	TBD
Tallahasse 1/2 page	$1,200.00	TBD
Total	$6,800.00	TBD

City & State Welcome Ce	Estimated	Actual
Florida	$0.00	$0.00
Georgia	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
Total	$0.00	

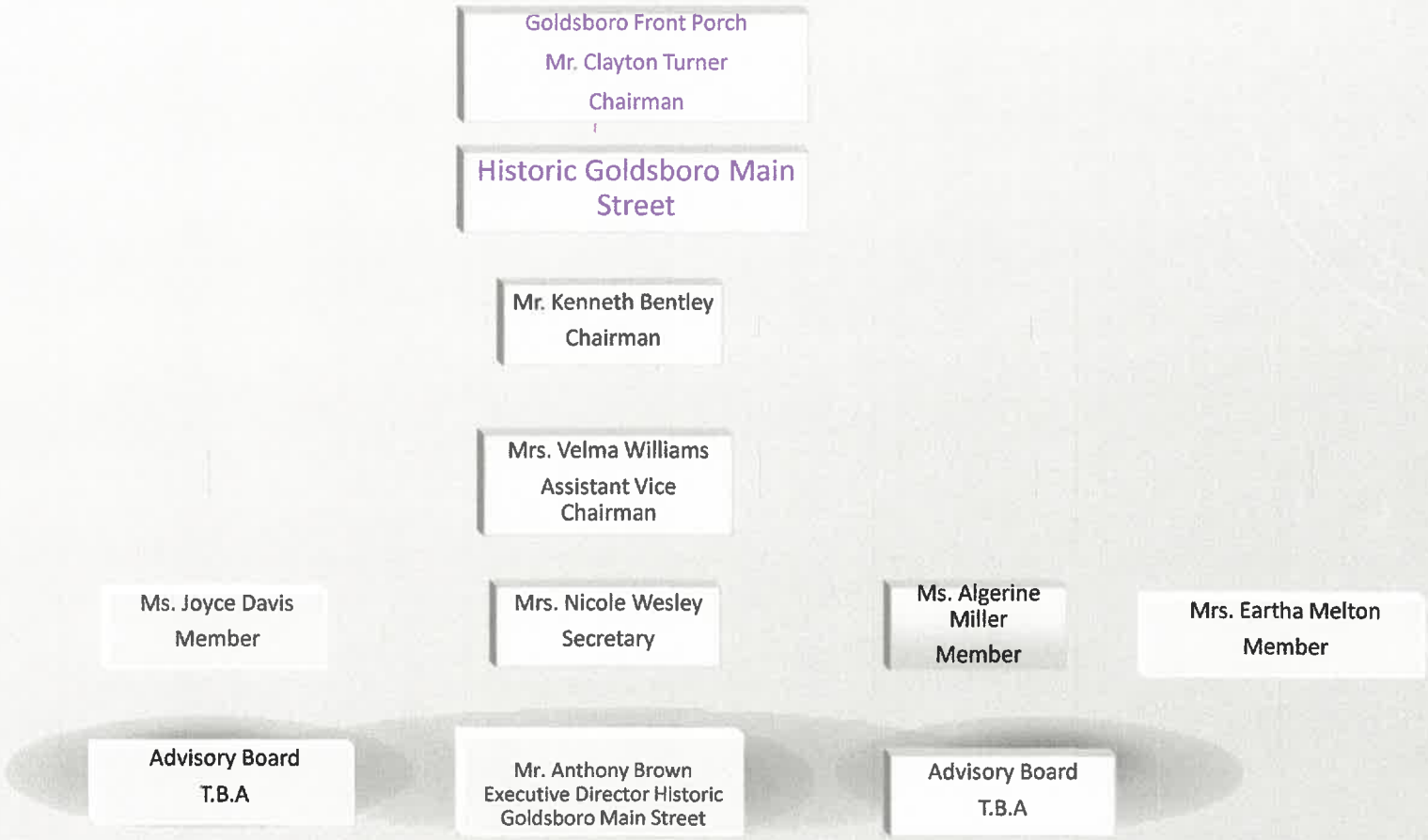
State News pager	Estimated	Actual
Gerogia	$1,000.00	TBD
		TBD
		TBD
Total	$1,000.00	TBD

Print & Digital Publicati	Estimate	Actual
Caller Marketing	$600.00	TBD
Digital Advertising Onli	$700.00	TBD
Total	$1,300.00	TBD

Social Media	Estimated	Actual
Meta/facebook	$300.00	TBD
Twitter/Snapchat	$250.00	TBD
Instagram/Linkin	$250.00	TBD
WhatsApp/Podcast	$200.00	TBD
Total	$2,000.00	TBD

Print & Digital Publicati	Estimate	Actual
Pens/Key Rings	$200	TBD
Flyers	$1,000	TBD
Brochures	$1,500	TBD
Souvioner/Promo(Visiting	$2,000	
Total	$4,700.00	TBD

ORGANIZATION CHART HISTORIC GOLDSBORO MAIN STREET



SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1178

Title:

Approve and accept the HOME and NSP monthly report for October 2023 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61. Countywide **(Stacey Smithwick, Community Development Division Manager)**

Division:

Community Services - Community Development

Authorized By:

Allison Thall

Contact/Phone Number:

Stacey Smithwick/407-665-2362

Background:

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

NSP

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

in the amount of $11,014,692 between NSP 1 and NSP 3 to purchase and redevelop foreclosed and abandoned homes and residential properties.

Staff Recommendation:

Staff recommends the Board approve and accept the HOME and NSP monthly report for October 2023 pursuant to Seminole County Resolution No 2015-R-51, and No 2013-R-61.

HOME - NSP - ATTAINABLE HOUSING EXPENDITURE REPORTS MONTH Oct-23

HOME ACTIVITY REPORT

Project	Prior CY Draws	Current Draws	Total CY Expenses
Seminole Housing Authority (TBRA)	$ -	$ 26,180	$ 26,180
Habitat for Humanity- Homeownership	$ -		$ -
Demolition and Dumping Fees	$ -		$ -
Planning and Administration	$ -	$ 1,708	$ 1,708
Byran Blvd Project (Env. Assessment)	$ -		$ -
Catholic Charities (Roof)	$ -		$ -
Program Income	$ -	$ (238)	$ (238)
		$ 27,650	$ 27,650

$26,180 expense is reimbursement to Seminole Housing Authority for the TBRA rent paid in October. The expenditure of $1,708 is for the HOME pro-rata share of Community Services office space, and $(238) in Program Income is repayment of HOME Mortgage - 818 E. Airport BLVD, Sanford - from M. Redding.

NSP 1 & 3 ACTIVITY REPORT

Project	Prior CY Draws	Current Draws	Total CY Expenses
	$ -		$ -
Planning and Administration	$ -		$ -
Community SVCs Office Rental	$ -	$ 454	$ 454
	$ -	$ 454	$ 454

At the date of this submittal, there was only 1 invoice submitted in October for NSP 1 and NSP 3 (see table above). The expenditure of $454 is for the NSP pro-rata share of Community Services office space.

During 2022/2023, NSP 1 had 1 expenditure of $17,218 which completed the Habitat for Humanity (H4H) construction at 207 Colonial Way. During the same period, NSP 1 also received mortgage settlements/payoffs from previous purchase assistance properties that were sold before all of the assistance was forgiven. Checks that were received included the following: $50,000 from the sale of 100 Wild Elm Court and $50,010 from the sale of 2200 Winslow Court.

During 2022/2023, NSP3 had $150,689 expenditure for H4H construction work completed at 335 Chinaberry Avenue and $182,201 expenditure for H4H construction work completed at 1815 Lake Drive. These projects are scheduled for completion in 2023/2024. During 2022/2023, NSP 3 also received mortgage settlements/payoff from the sale of 1003 Conley Drive.

On the subsequent page, there is a summary of the expenditure and program Income activities for both NSP 1 &

Prior-Year (2022-2023) Summary of Expenses and Program Income are below:			
NSP1			
EXPENSES			
Habitat - 207 Colonial Way	Final Payment - Construction complete	$	17,218
PROGRAM INCOME			
Interest Income		$	(2,817)
Sale of Previous Purchase Assistance/Satisfaction of Mortgage			
Payoff - 100 Wild Elm Ct.		$	(50,000)
Payoff - 2200 Winslow Circle		$	(50,010)
	Net Expense/(Income)	$	(85,609)
NSP3			
EXPENSES			
Habitat - 335 Chinaberry Avenue		$	150,689
Habitat -1815 Lake Drive		$	182,201
ADMINISTRATION			
Community SVCs Office Rental		$	5,440
Recording Fees		$	232
PROGRAM INCOME			
Interest Income		$	(11,162)
Sale of Previous Purchase Assistance/Satisfaction of Mortgage			
Payoff - 1003 Conley Drive		$	(1,251)
	Net Expense/(Income)	$	326,149

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1193

Title:

Adopt and authorize the Chairman to execute a Resolution amending certain fees set forth in Section 20.26 of the Seminole County Administrative Code pertaining to fees and charges for services provided by the Seminole County Health Department. Countywide **(Allison Thall, Community Services Director)**

Division:

Community Services - Business Office

Authorized By:

Allison Thall

Contact/Phone Number:

Pam Martin/407-665-2302

Background:

Each year, the Seminole County Health Department reviews the existing Fee Resolution to ensure proper fees are charged for services provided to the public and proposes that a new Fee Resolution be adopted amending certain fees set forth in Section 20.26 of the Seminole County Administrative Code. The proposed Fee Resolution includes revisions to existing services offered by the County Health Department.

Staff Recommendation:

Staff recommends the Board adopt and authorize the Chairman to execute a Resolution amending certain fees set forth in Section 20.26 of the Seminole County Administrative Code pertaining to fees and charges for services provided by the Seminole County Health Department.

RESOLUTION NO. 2023-R-_____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

of the

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AMENDING SECTION 20.26 (HEALTH DEPARTMENT) OF THE SEMINOLE COUNTY ADMINISTRATIVE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 154.06, Florida Statutes (2023), as this statute may be amended from time to time, Seminole County was given authority to establish and amend, as needed, a schedule of fees for services by the County Health Department; and

WHEREAS, the County Health Department is requesting modification of the fees charged in certain primary care, community public health, and environmental services provided; and

WHEREAS, the fees established in the fee schedule represent the maximum charge for each service but may be adjusted on a sliding scale based upon the income of the recipient of the services, pursuant to State of Florida guidelines.

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

Section 1. Incorporation of Recitals. The above recitals represent the legislative findings of the Seminole County Board of County Commissioners supporting the need for this Resolution.

Section 2. Section 20.26 of the Seminole County Administrative Code is amended as identified in the attached revised Fee Resolution. Said amendment is attached to this Resolution and incorporated as Exhibit A.

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

ADOPTED this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
AMY LOCKHART, Chairman

Date:_____

Attachment:
Exhibit A – Section 20.26

Authority: Section 154.06, Florida Statutes

RM/sjs
9/18/23
C:\Users\ssharrer\ND Office Echo\VAULT-B4HIZ3PD\2023 Resolution for 20.26 draft Sep19(23) 4880-9384-1280 v.1.doc

SECTION 20. FEE RESOLUTIONS

20.26 HEALTH DEPARTMENT

A. PURPOSE. To establish public health service fees in order to expand existing public health services to the community at large.

B. PRIMARY CARE SERVICES.

(1) All Primary Care ~~serves~~ services will be charged on a fee-for-service rate based on local-cost-comparison of similar services and will not be less than current Medicaid rate nor more than Medicare rate if the service is covered by either payer. The fee will be derived by considering the type of visit, the client sliding fee scale, if applicable, based on Federal OMB guidelines and the current State Medicaid Rate. Proof of active Medicaid coverage will be accepted as full payment in lieu of charges for any service that is covered under the Medicaid program.

(2) School Physicals - ~~A one-time service,~~ $30.00 per ~~physical~~ child (~~Completion~~ includes completion of School Health Entry Form). Replacement Forms - $10.00 each.

(3) Sports Physicals - $60 (includes EKG and completion of client sports physical form).

(4) Dental Clinic - Dental services are offered for children ages five (5) through twenty (20) years. Limited dental services are available for adults twenty-one (21) years and over. Children and adults who do not have valid Medicaid will be charged 160% of the Medicaid fee for dental services, with an option of applying for eligibility for sliding scale fees.

	Procedure	160% of the Child Medicaid Fee for Service
(a)	Comprehensive Exam	$38.00
(b)	Limited Exam	$19.00
(c)	PA x-ray	$10.00
(d)	2 Bitewing x-rays	$21.00
(e)	4 Bitewing x-rays	$26.00
(f)	Panoramic x-ray	$71.00
(g)	Full Mouth Debridement (basic cleaning)	$124.00
(h)	Prophylaxis (polishing)	$43.00
(i)	Fluoride Varnish	$26.00

(j)	Resin, Anterior (1 surface) filling	$81.00
(k)	Resin, Anterior (2 surface) filling	$93.00
(l)	Resin, Anterior (3 surface) filling	$105.00
(m)	Resin, Posterior (1 surface) filling	$74.00
(n)	Resin, Posterior (2 surface) filling	$98.00
(o)	Resin, Posterior (3 surface) filling	$121.00
(p)	Oral Hygiene Instruction	$14.00
(q)	Pulp Cap Direct	$31.00
(r)	Pulp Cap Indirect	$26.00
(s)	Sedative Filling	$43.00
(t)	Extraction (Simple) / includes supply costs	$100.00
(u)	Sealants (per tooth)	$31.00
(v)	Pulpotomy	$119.00

~~(4)~~ (5) Pregnancy Test (urine or serum) - Nurse Consultation $50.00

* The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB Guidelines.

Pregnancy Statement Replacement $15.00

~~(5)~~ (6) Pregnancy Test – under Age 19 No Charge

~~(6)~~ (7) Thin-Prep PAP laboratory test $35.00

~~(7)~~ (8) Family Planning Initial or Annual Exam $100.00

~~(8)~~ (9) Family Planning Counseling and Supply Visit $50.00

~~(9)~~(10) Adult Physical – College/Employment (Exclusions Apply) $50.00

C. COMMUNITY PUBLIC HEALTH SERVICES

(1) Tuberculin (TB) Skin Test, with reading and nurse assessment. $40.00

(2) Tuberculosis (TB) Symptom Assessment for previous positive reactors $25.00

(3)	Chest x-ray	$50.00
(4)	Quantiferon Gold TB Test	$60.00
(5)	TB Patient FMLA or Disability Forms Completion	$25.00
(6)	Hepatitis Panel Testing (If not funded by Hepatitis Program)	$25.00
(7)	Sexually Transmitted Diseases	
(a)	Exam and Testing - The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate established by the State Medicaid Program. Medicaid identification will be accepted as full payment in lieu of charges. Patients referred by the Disease Intervention Specialist for initial testing may be charged.	$110.00
(b)	STD screening tests including: Syphilis, HIV, Chlamydia and Gonorrhea for asymptomatic clients.	$55.00
(c)	STD exam only	$55.00
(d)	Cryo Wart Removal (No Eligibility)	
	One (1) Wart	$55.00
	Two (2) to Five (5) Warts	$90.00
	Six (6) to Ten (10) Warts	$125.00
	Eleven (11) or more Warts	$180.00
(e)	Testing for HIV I Antibodies Routine Serum or Rapid	$20.00
(f)	Herpes (HSV 1 or 2) Serum – No Eligibility	$35.00
(g)	Herpes Culture and Typing – No Eligibility	$26.00
(h)	Anal Pap	$47.00
(i)	Herpes (HSV-1 and HSV-2) (No Eligibility)	$53.00
(j)	Aptima Trich (No Eligibility)	$38.00
(k)	Treatment Only Visit	$23.00

* Services provided regardless of ability to pay.

(8) HIV Post Exposure Prophylaxis/Non-Occupational Post Exposure Prophylaxis

Exam and Testing – The fee will be derived by considering the client sliding fee group, which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate established by the State Medicaid Program. Medicaid identification will be accepted as full payment in lieu of charges.

(a) Provider exam and consult; STD screening test and lab processing fee for the following: syphilis, HIV, hepatitis panel, CMP, chlamydia and gonorrhea (site of exposure) $110.00

(b) Pregnancy Test $10.00

(9) Immunization services for children and adults including international travel consults and vaccinations, recommended adult immunizations, form completions and replacements:

Adults

(a) ~~(i)~~ Prevailing vaccine cost rounded up to the nearest dollar

(b) ~~(ii)~~ Vaccine administrative fee: $25.00

~~(b)~~ (c) College Entry Immunization Forms
Administrative Form Processing Fee ~~$25.00~~ $24.00

Children

(a) (i) Vaccine at no cost
Vaccine and Form processing administrative fee (except Medicaid) $25.00

(ii) Replacement Form (except Medicaid) $10.00

(iii) Recommended vaccines for children 2 months through 18 years eligible for Vaccines for Children Program (VFC) No Charge

~~(vi)~~ (iv) Required vaccines for school/daycare entry through 18 years No Charge

Travel

(a)	Travel vaccines at 125% cost to CHD	
(b)	Travel Consult Fee (a minimum of thirty (30) minutes of consult time and printed travel information regarding disease prevention) (fee waived per additional family member)	~~$45.00~~ $60.00
~~(b)~~ (c)	Administrative form replacement for Yellow Fever Certificate	$10.00
~~(c)~~ (d)	Malaria prevention prescription fee	$25.00
~~(d)~~ (e)	Vaccine administrative fee	~~$25.00~~ $24.00

Special Events

(a)	Special immunization clinics for populations at risk for complications of infection from vaccine preventable diseases, including flu, pneumonia and others as indicated through surveillance and reporting.	No Charge for Vaccine & Services

(10) Laboratory Services: Prevailing lab cost and specimen collection fee.

Specimen Collection Fee: $20.00

(11) Community Health and Wellness Program Activity (The fee shall cover the cost of community health and wellness program activities and/or program fees, not to exceed $50.00 above actual cost per unit for production and delivery of materials and services. Fees are based on the scope and duration of activity.) $50.00

(12) HIV Class/Seminar registration (per person)

HIV 501 Update	$15.00
HIV 500	$25.00
HIV 501	$75.00

(13)	American Heart Association – CPR/AED Basic Life Support Courses for Healthcare Professionals: a 4-hour course that covers Adult, Child, and Infant one-rescuer CPR AED, as well as focused emphasis on team work with the Adult, Child, and Infant two-person rescue. Topics also include Rescue Breathing and Foreign Body Airway Obstruction.	$30.00
(14)	~~Men's~~ Adult Health Screenings – includes: registration, lab, and blood pressure check, return appointment for consultation of lab results and referrals (PCP/ Clinics/Smoking Cessation/AA/Mental Health/IMMS/ Dental and Medicaid and other financial assistance) (Does not include physical exam by licensed provider)	~~$50.00~~ $38.00

D. VITAL STATISTICS:

(1) Birth Certificates:

County Fee	$10.00
State Fee pursuant to Section 382.025, FS (Surcharge for Certificates Issued by Local Registrars)	$ 3.50
State Surcharge, Child Welfare Training Trust Fund	$ 1.50
Total Fee for Birth Certificates	$15.00

(2)	Additional Copies	$8.00
(3)	Protective covers	$3.00
(4)	Death Certificates - Certified Copy	$10.00
(5)	Additional Copies	$5.00
(6)	Fee to Expedite	$10.00
(7)	Notary Services	$10.00

E. MEDICAL RECORDS:

Copying of Medical Record (per page)	No charge

F. PUBLIC RECORDS:

Copying of Public Record (per page)	No charge

G. ENVIRONMENTAL HEALTH SERVICES: The following Environmental Health fees are hereby adopted as authorized by State of Florida Administrative Code or Policy, unless otherwise indicated.

(1) Water

(a)	Health Department Laboratory analysis per sample	$20.00
(b)	Chemical sampling per site visit	
	State Fee	$60.00
	County Fee	$20.00
	Total	$80.00
(c)	Chemical sampling per site visit for Delineated areas	
	State Fee	$50.00
	County Fee	$20.00
	Total	$70.00
(d)	Combined chemical/microbiological Sample visit	
	State Fee	$70.00
	County Fee	$10.00
	Total	$80.00
(e)	Limited use public water system annual operating permit	
	State Fee (Initial)	$90.00
	County Fee	$30.00
	Total	$120.00
	State Fee (Renewal)	$90.00
	County Fee	$30.00
	Total	$120.00
(f)	Private potable well and private irrigation well permit	
	State Fee	$200.00
	County Fee	$ 50.00
	Total Fee	$250.00
(g)	Private potable well and private irrigation well abandonment permit	
	State Fee	$ 0.00
	County Fee	$150.00
	Total Fee	$150.00

(h) Private potable well and private irrigation well variances

State Fee	$100.00
County Fee	$ 50.00
Total Fee	$150.00

(2) Swimming Pools and Bathing Places

(a) Annual operating permit - up to and Including 25,000 gallons

	$125.00
State Fee	$ 0.00
County Fee	$ 50.00
Total	$175.00

(b) Annual operating permit - more than 25,000 gallons

	$250.00
State Fee	$ 0.00
County Fee	$100.00
Total	$350.00

(c) Late fee - (on permits paid after June 30)

County Fee	$50.00

(d) Re-inspection Fee per each re-inspection

County Fee	$50.00

(e) Exempted Condo Pools

State Fee	$50.00
County Fee	$25.00
Total	$75.00

(3) Septic Tanks (Onsite Sewage Treatment and Disposal Systems) (OSTDS)

(a) New septic tank

State fee pursuant to Chapter 62-6, F.A.C.	~~$175.00~~ $350.00
County Fee	~~$100.00~~ $ 75.00
Total fee for standard or filled septic tank	~~$275.00~~ $425.00

(b) Septic Tank Modification(s)

State fees pursuant to Chapter 62-6, F.A.C.	~~$ 55.00~~ $330.00
County Fee	~~$ 95.00~~ $ 70.00
Total fee for Septic Tank Modification(s)	~~$150.00~~ $400.00

(c) Septic tank repair permit

State fee pursuant to Chapter 62-6, F.A.C	~~$55.00~~ ~~$300.00~~
County Application Fee	~~$25.00~~ $ 50.00
Total fee for septic tank repair permit	~~$80.00~~ $350.00

(d) Re-inspection fee per each non-compliance re-inspection

State Fee pursuant to Chapter 62-6, F.A.C.	$ 50.00
County Fee	$ 50.00
Total	$100.00

(e) Septic System Abandonment Permit

State Fee	$ 50.00
County Fee	$ 75.00
Total	$125.00

(f) Variance Application for a Single Family Residence per each lot or building site

State Fee	$200.00
County Fee	$100.00
Total	$300.00

(g) Variance Application for a Multi-family or Commercial building per each building site

State Fee	$300.00
County Fee	$100.00
Total	$400.00

(h) Onsite Sewage Consultation Fees and Field Work Requests Not Related to Formal Permitting

(i) Plan Review

State Fee	$ 0.00
County Fee	$90.00

(ii) Soil Profile Fee

State Fee	$ 0.00
County Fee	$125.00

(i) Late Fees for Delinquent Onsite Sewage Operating Permits

County Fee	$75.00

(j) Permit amendment

State Fee	$ 90.00
County Fee	$ 45.00
Total	$135.00

(k) Voluntary timed inspection

State Fee	$ 0.00
County Fee	$100.00
Total	$100.00

(l) Site Re-Evaluation Fee

State Fee	$ 75.00
County Fee	$ 25.00
Total	$100.00

(m) Aerobic Treatment Unit Maintenance Annual Permit

State Fee	$25.00
County Fee	$50.00
Total	$75.00

(n) Aerobic Treatment Unit Operation Permit (every 2 years)

State Fee	$100.00
County Fee	$ 50.00
Total	$150.00

(o) Annual Operating Performance Permits for Performance Based Systems

State Fee	$100.00
County Fee	$100.00
Total	$200.00

(p) Annual Operating Permit Industrial/Manufacturing or Commercial Sewage Waste

State Fee	$150.00
County Fee	$ 75.00
Total	$225.00

(q) Existing System Evaluations

(i) Inspected within last three (3) years

State Fee	$ 50.00
County Fee	$ 50.00
Total	$100.00

(ii) Not inspected within last three (3) years

State Fee	$ 85.00
County Fee	$ 50.00
Total	$135.00

(r) Springs Protection Act Priority Focus Area Additional review, permitting, and inspections required for nitrogen reducing systems.

State Fee	$ 0.00
County Fee	$50.00
Total	$50.00

(4) Food Service

(a) Late renewal of Annual Certificates

State Fee	$25.00
County Fee	$20.00
Total	$45.00

(b) Alcoholic Beverage Establishment Inspection

State Fee	$190.00
County Fee	$ 20.00
Total	$210.00

(c) Reinspection Fee (1st)

State Fee	$75.00
County Fee	$ 0.00
Total	$75.00

(d) Annual Permit – Adult Living Facilities

State Fee	$135.00
County Fee	$ 65.00
Total	$200.00

(e) Annual Permit – Schools

State Fee	$200.00
County Fee	$100.00
Total	$300.00

(f) Annual Permit – Civic Organizations

State Fee	$190.00
County Fee	$100.00
Total	$290.00

(g) Annual Permit – Detention Centers & Jails

State Fee	$250.00
County Fee	$ 50.00
Total	$300.00

(h) Food Service Plan Review

State Fee/hour (1 hour minimum)	$40.00
County Fee	$50.00
Total/hour (1 hour minimum)	$90.00

(i) Limited Food Service Operation

State Fee	$110.00
County Fee	$ 50.00
Total	$160.00

(j) Vending Machine

State Fee	$ 85.00
County Fee	$ 25.00
Total	$110.00

(k) Temporary Food Service Event Sponsor

State Fee	$100.00
County Fee	$ 50.00
Total	$150.00

(l) Temporary Food Service Event – Vendor/Booth

State Fee	$ 50.00
County Fee	$ 50.00
Total	$100.00

(5) Other Services

(a) Tanning Facilities

Annual Permit State Fee	$150.00
County Fee	$ 0.00
Total	$150.00

Fee for each additional device

State Fee	$55.00
County Fee	$ 0.00
Total	$55.00

Re-inspection fee per each re-inspection

State Fee	$ 0.00
County Fee	$75.00
Total	$75.00

Plan Review (new permits only)

State Fee	$ 0.00
County Fee	$65.00
Total	$65.00

(b) Body Piercing

Annual Permit

State Fee	$150.00
County Fee	$ 0.00
Total	$150.00

Temporary Establishment

State Fee	$75.00
County Fee	$ 0.00
Total	$75.00

Re-Inspection fee per required re-inspection

State Fee	$ 0.00
County Fee	$75.00
Total	$75.00

Plan Review (new permits only)

State Fee	$ 0.00
County Fee	$65.00
Total	$65.00

(c) Tattoo Establishments and Tattoo Artists

(i) Tattoo Establishment License

State Fee	$200.00
County Fee	$ 50.00
Total	$250.00

(ii) Tattoo Artist License

State Fee	$ 60.00
County Fee	$ 50.00
Total	$110.00

(iii) Reactivation Fee

State Fee	$ 0.00
County Fee	$75.00
Total	$75.00

(iv) Guest Tattoo Artist Registration (Appearing at fairs, festivals or other limited time events):

State Fee	$35.00
County Fee	$50.00
Total	$85.00

(v) Reinspection Fee

State Fee	$ 0.00
County Fee	$75.00
Total	$75.00

(d) Group Care Homes and Facilities

(i) Residential Group Home(s)
Voluntary request for inspection -

State Fee	$ 0.00
County Fee	$100.00
Total	$100.00

(ii) Adult Living Facilities
General sanitation inspection as required by Agency for Health Care Administration -

State Fee	$ 0.00
County Fee	$100.00
Total	$100.00

(iii) Day Care Centers
Annual general sanitation inspections -

State Fee	$ 0.00
County Fee	$100.00
Total	$100.00

(iv) Reinspection Fee

State Fee	$ 0.00
County Fee	$75.00
Total	$75.00

(e) Schools: Semi-annual environmental health inspection of school facilities (Annual Fee)

State Fee	$ 0.00
County Fee	$100.00
Total	$100.00

(f) Housing and Public Buildings
Adult Entertainment Light meter reading

State Fee	$ 0.00
County Fee	$50.00
Total	$50.00

(g) Indoor Air Inspection

State Fee	$ 0.00
County Fee	$60.00
Total	$60.00

(i) Any inspection mandated by State not set forth in paragraph (5)

State Fee	$ 0.00
County Fee	$50.00
Total	$50.00

(j) Biomedical Waste Permits

State Fee	$ 85.00
County Fee	$ 50.00
Total	$135.00

		Plan Review (new permits only)	
		State Fee	$ 0.00
		County Fee	$65.00
		Total	$65.00
(k)		Mobile Home Parks	
	(i)	State Fee (up to 25 spaces)	$100.00
		County Fee (up to 25 spaces)	$ 50.00
		Total	$150.00
	(ii)	State Fee (26-149 spaces)	$ 4.00 per space
		County Fee (26-149 spaces)	$100.00 per park
	(iii)	State Fee (150 spaces and over)	$600.00
		County Fee (150 spaces and over)	$100.00
		Total	$700.00
	(iv)	Reinspection Fee	
		State Fee	$ 0.00
		County Fee	$75.00
		Total	$75.00
	(v)	Plan Review (new permits only)	
		State Fee	$ 0.00
		County Fee	$65.00
		Total	$65.00
(l)		Migrant Labor Camp Inspection	
		State Fee	$150.00
		County Fee	$ 0.00
		Total	$150.00

H. ACADEMIC INTERNSHIP.

Fee for fingerprinting and Level 2 Background Screening, per person (Required in accordance with Section 435.04, Florida Statutes)	$37.25

I. AUTHORITY.

Resolution 2004-R-23 adopted February 10, 2004
Resolution 2006-R-130 adopted June 13, 2006
Resolution 2006-R-213 adopted September 26, 2006
Resolution 2007-R-170 adopted September 25, 2007
Resolution 2008-R-219 adopted September 23, 2008
Resolution 2009-R-191 adopted October 13, 2009
Resolution 2010-R-196 adopted September 28, 2010
Resolution 2011-R-1 adopted January 11, 2011
Resolution 2011-R-187 adopted October 11, 2011
Resolution 2012-R-164 adopted September 11, 2012
Resolution 2013-R-221 adopted September 24, 2013
Resolution 2014-R-39 adopted February 11, 2014
Resolution 2014-R-76 adopted April 8, 2014
Resolution 2014-R-160 adopted August 26, 2014
Resolution 2015-R-39 adopted February 24, 2015
Resolution 2015-R-157 adopted September 22, 2015
Resolution 2016-R-136 adopted September 13, 2016
Resolution 2017-R-153 adopted September 26, 2017
Resolution 2018-R-123 adopted September 25, 2018
Resolution 2020-R-04 adopted January 14, 2020
Resolution 2020-R-143 adopted December 8, 2020
Resolution 2022-R-13 adopted January 25, 2022
Resolution 2023-R-2 adopted January 10, 2023
Resolution 2023-R-20 adopted February 28, 2023
Resolution 2023-R- adopted

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1093

Title:

Approve and authorize the Chairman to execute the Fiscal Year 2023/2024 Service Funding Agreement in the amount of $11,794,422 by and between Seminole County, Florida, and Central Florida Regional Transportation Authority (LYNX). Countywide **(Doug Robinson, Project Manager).**

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock

Contact/Phone Number:

Doug Robinson/407-665-7308

Background:

Attached is the proposed Fiscal Year (FY) 2023/2024 Service Funding Agreement between Seminole County and the Central Florida Regional Transportation Authority (LYNX). This Agreement addresses twelve (12) fixed bus routes, two (2) NeighborLink services, and paratransit services for residents and businesses throughout the County. The requested funding amount is $11,794,422, this represents an 11.0% increase from the FY 2022/2023 Service Funding Agreement.

The service funding amount of $11,794,422 is allocated in the FY 23/24 budget.

Staff Recommendation:

Recommend the Board of County Commissioners approve and authorize the Chairman to execute the Fiscal Year 2023/2024 Service Funding Agreement by and between Seminole County and Central Florida Regional Transportation Authority.

24-C09 Service Funding Agreement
by and between
Seminole County, Florida
and
Central Florida Regional Transportation Authority

THIS SERVICE FUNDING AGREEMENT ("Agreement") is made and entered into by and between **SEMINOLE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1101 East First Street, Sanford, Florida 32771 (hereinafter the "**Funding Partner**"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate governed pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter "**LYNX**").

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 15, 2022 (the "**Prior Fiscal Year Funding Agreement**") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2022 to September 30, 2023, to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2023; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation system only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meetings:

"**Access LYNX**" means LYNX's van transit service for medically-qualified, physically challenged transit customers.

"**ADA**" means the Americans with Disabilities Act of 1990.

"**Agreement**" means this Service Funding Agreement and its Exhibits and Addenda.

"**Appropriated Amount**" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.

"**Current Fiscal Year**" shall mean the fiscal year beginning on October 1, 2022 and ending on September 30, 2023.

"**Deadhead Hours**" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

"**Deadhead Miles**" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

"Demand Response Service" or "NeighborLink" means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

"**Fiscal Year**" or "**Current Fiscal Year**" means the twelve (12) month period commencing October 1, 2023 and ending the following September 30, 2024.

"**Fixed-Route Service**" means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

"**FDOT**" means the Florida Department of Transportation.

"**FTA**" means the Federal Transit Association.

"**New Appropriated Amount**" means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.

"**Next Fiscal Year**" means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2024 and ending the following September 30, 2025.

"**Operating Expenses**" mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

"**Passenger Fares**" means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

"**Passenger Trips**" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.

"**Public Transportation**" means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. "Special transportation" includes transportation services being provided to the public pursuant to the ADA.

"**Revenue Hours**" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

"**Revenue Miles**" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

"**Revenue Service**" means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

"**Service Area**" means generally the geographic area of the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations**.

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the "**Appropriated Amount**") to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2023 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner's Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner's Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner's Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the "**Post-Termination Payment**") shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2024.

(iv) until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(v) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations**.

(a) **Service**. LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

(i) Addition of route(s).

(ii) Elimination of route(s).

(iii) Combination of routes.

(iv) Changes to service span.

(v) Change to service frequency.

(vi) Changes in days of operation.

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting**. For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

(i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed $50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

(A) Subsidy per Passenger Trip.

(B) Passengers per trip.

(C) Passengers per Revenue Hour.

(D) Passengers per Revenue Mile.

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area. The following criteria will be utilized to determine this amount:

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing including the following:

(A) All of LYNX's funding partners;

(B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year; and

(C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.

(D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting**. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor**. LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish

an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause**. If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience**. Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this Paragraph 7 are further subject to the provisions of Subparagraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. Public Records. If LYNX has questions regarding the application of Chapter 119, Florida Statues, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

Clerk of Court
1101 E. 1st Street
Sanford, FL 32771
clerk@seminoleclerk.org

LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records required by the Funding Partner to perform the service.

(b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.

(d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.

(e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.

10. **Record Keeping Procedure**. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such

period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements**. The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner:	Seminole County 1101 East First Street Sanford, Florida 32771 Attn: Darren Gray County Manager
With copy to:	Seminole County Services Building 1101 East First Street Sanford, Florida 32771 Attn: Development Services Director
With copy to:	Seminole County Services Building 1101 East First Street Sanford, Florida 32771 Attn: Resource Management Director
As to LYNX:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: Tiffany Homler Hawkins Chief Executive Officer
With copy to:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: Leonard Antmann, Chief Financial Officer
With a copy to:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: Carrie L. Sarver, Esq., B.C.S., Senior In-House Counsel

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2023. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2024, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum**. There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Clerk to the Board of County Commissioners

For the use and reliance of Seminole County only.

FUNDING PARTNER:

BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA

By: _____
Amy Lockhart, Chairman

Date: _____

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

Approved as to form and legal sufficiency.

_____
County Attorney

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: 9/28/23

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____
Carrie L. Sarver, Esq., B.C.S.
Senior In-House Counsel

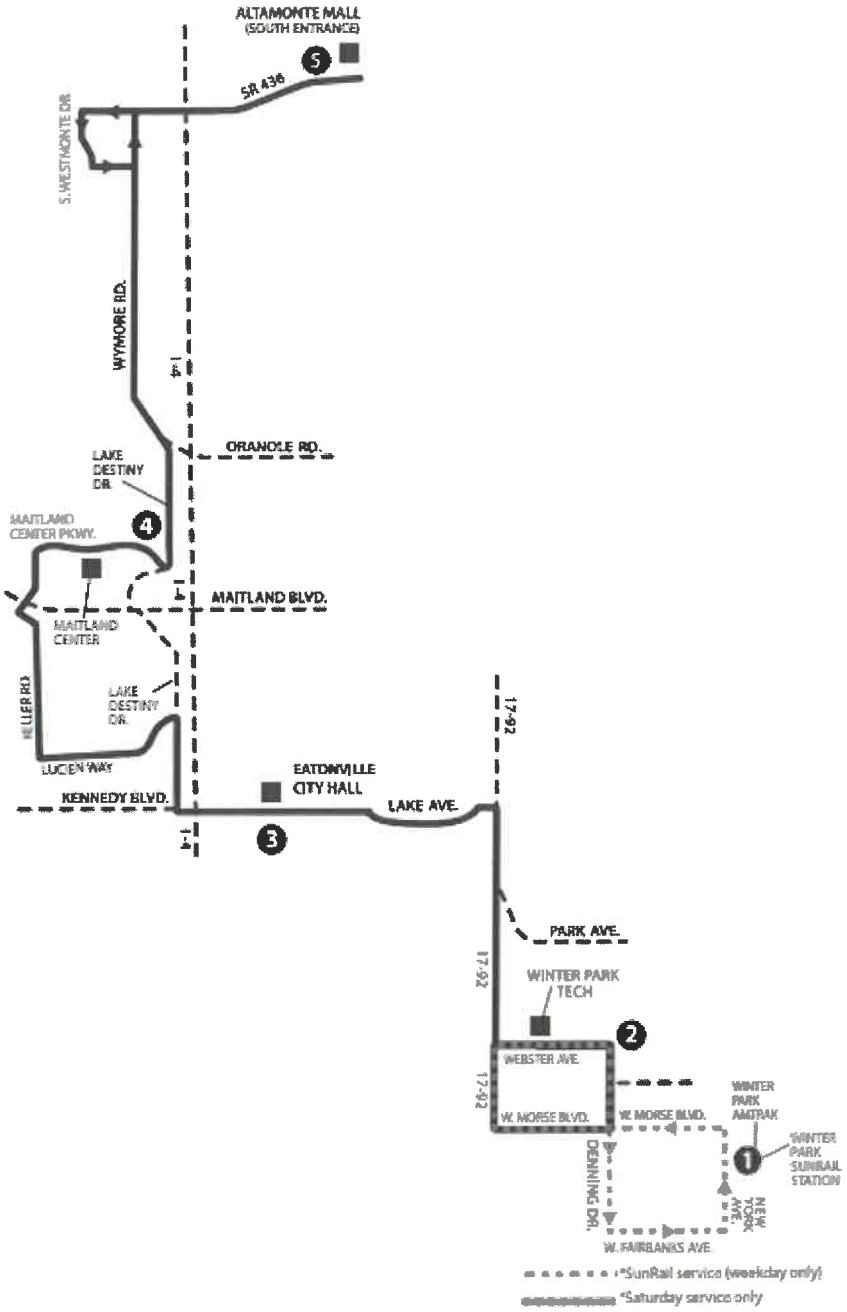
Date: 9/26/23

Exhibit "A"

DESCRIPTION OF SERVICE AREA

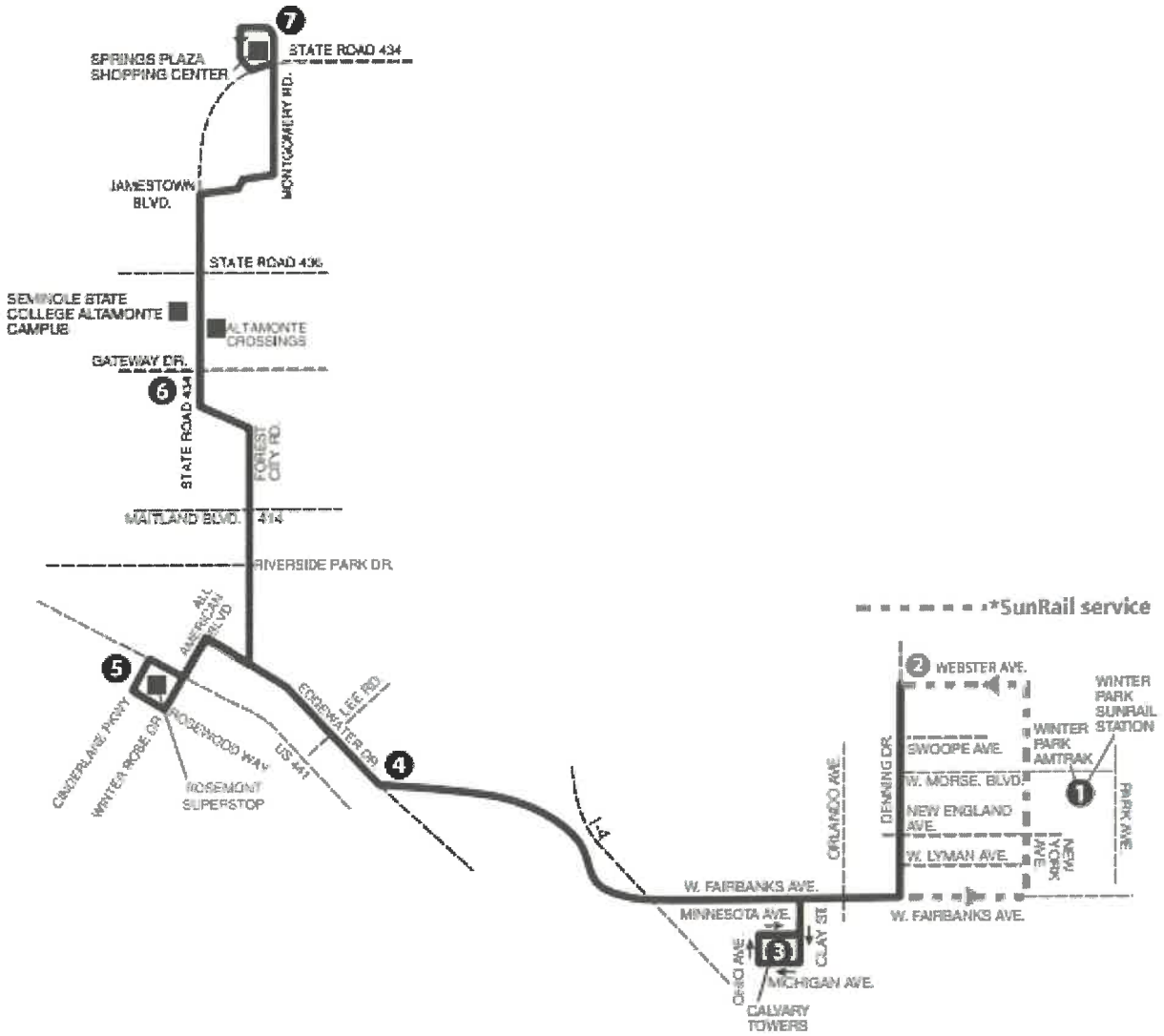
LINK 1 Winter Park/Maitland/Altamonte Springs

Serving: Winter Park Tech, Eatonville, Maitland Center, Altamonte Mall, Winter Park SunRail Station and Winter Park Amtrak



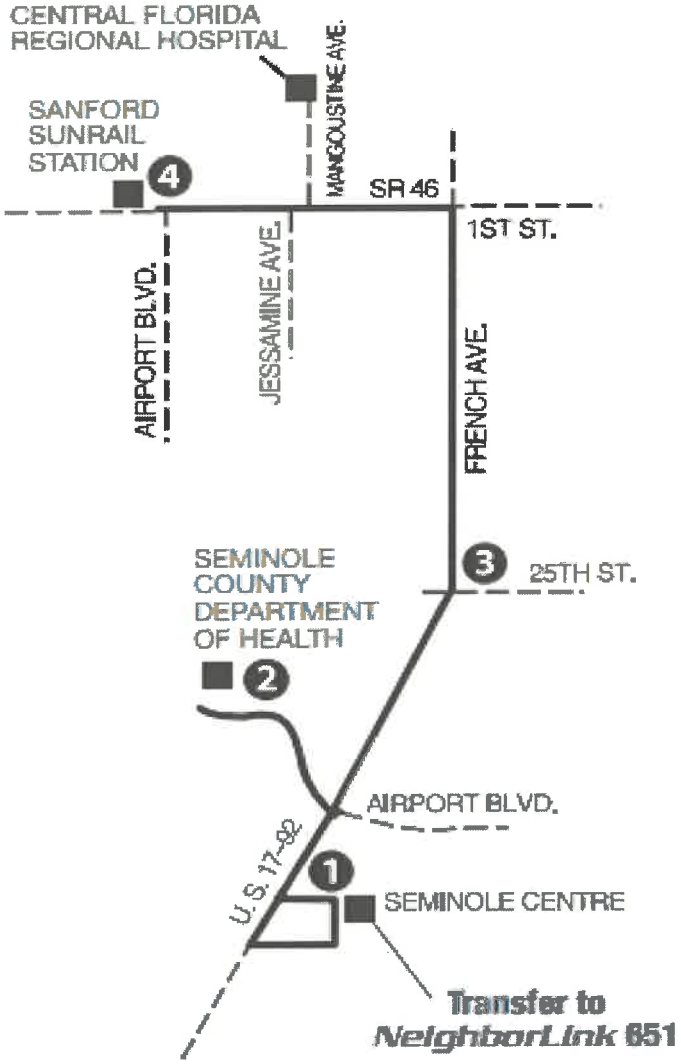
LINK 23 Winter Park/Rosemont/Springs Plaza

Serving: Winter Park Tech, Rosemont Superstop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station, and Calvary Towers



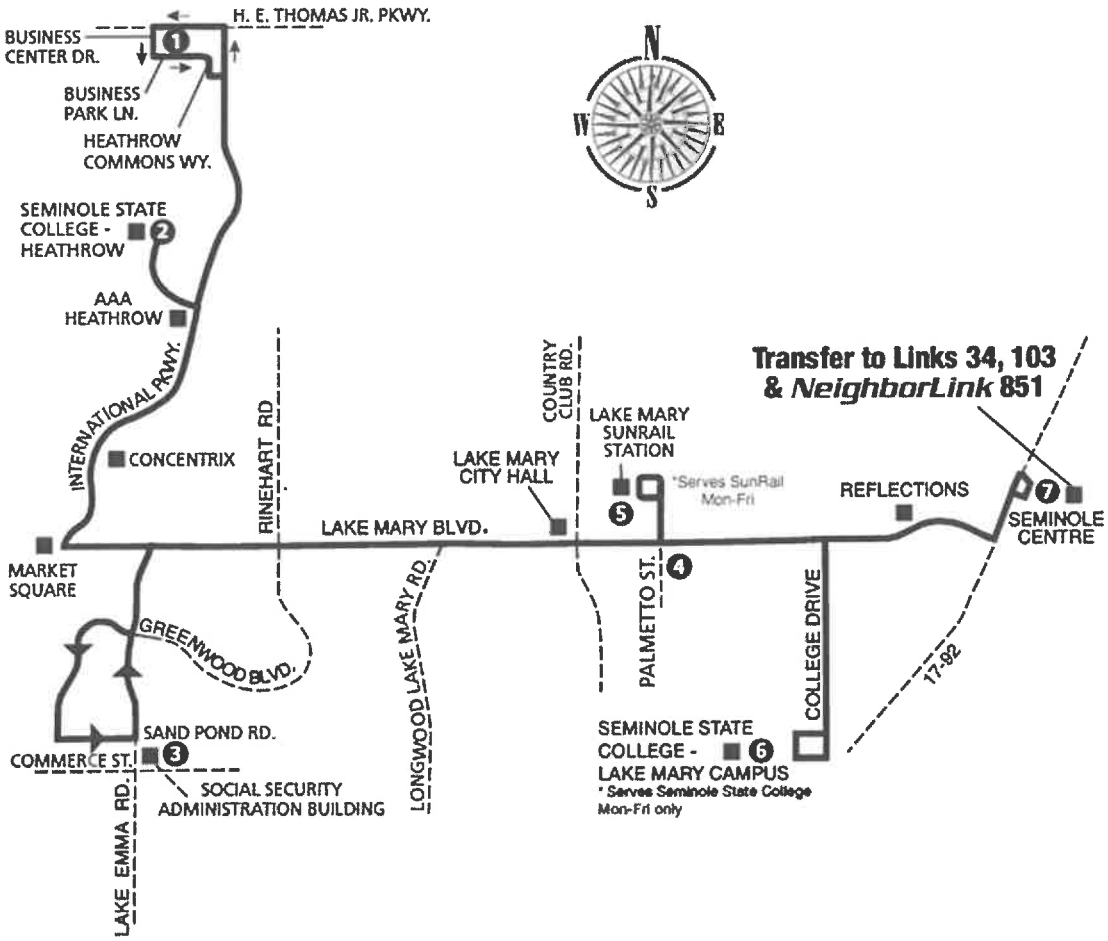
LINK 34 Sanford/N. U.S. 17-92

Serving: Seminole Centre, Seminole County Health & Human Services, HCA Florida Lake Monroe Hospital, Sanford SunRail Station, and NeighborLink 85



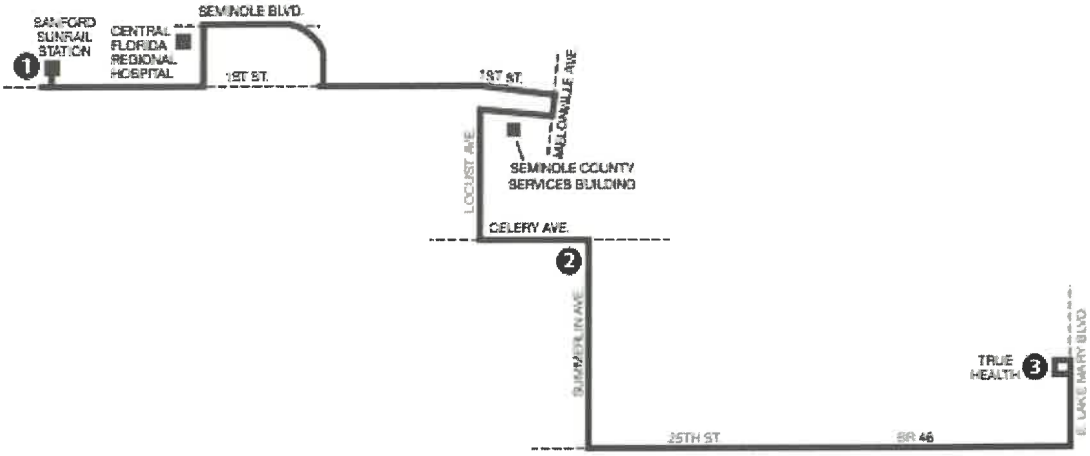
LINK 45 Lake Mary

Serving: Colonial Center, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College – Heathrow & Lake Mary Sanford, AAA Heathrow, Concentrix, Lake Mary SunRail Station, and NeighborLink 851



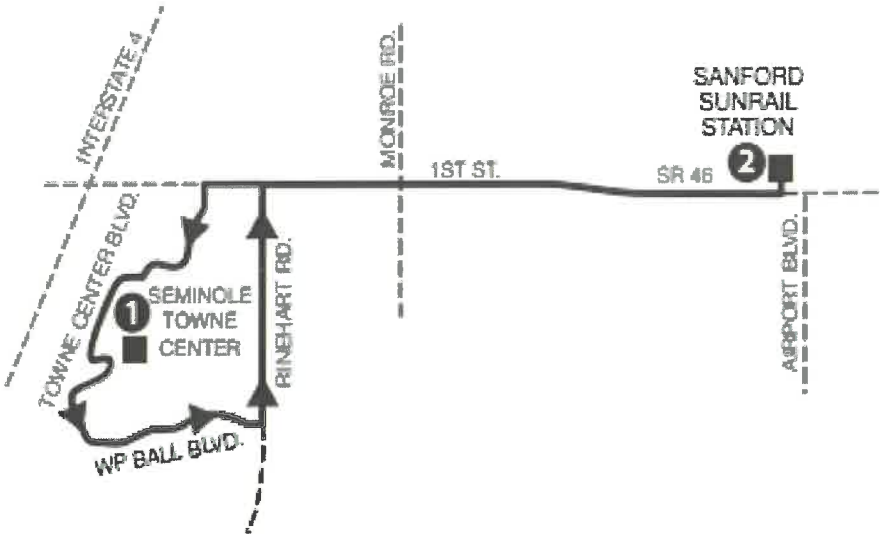
LINK 46 East E. First St./Downtown Sanford

Serving: Downtown Sanford, HCA Florida Lake Monroe Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and NeighborLink 851



LINK 46 West W. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Sanford SunRail Station, and NeighborLink 851

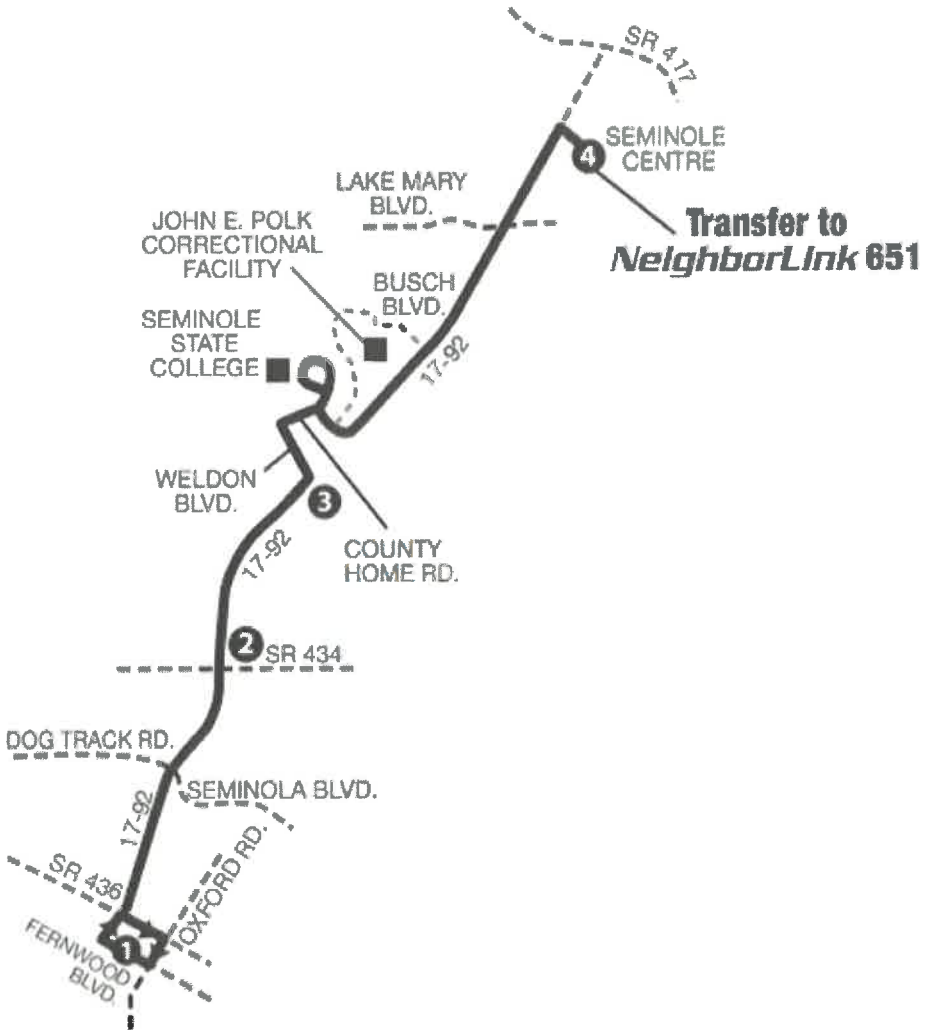


LINK 102 Orange Avenue/ South 17-92

Serving: LYNX Central Station, AdventHealth Orlando, Valencia College – Winter Park, Winter Park Tech, Maitland SunRail Station, Winter Park SunRail Station, Fern Park Superstop, Jai-Alai, and NeighborLink 652

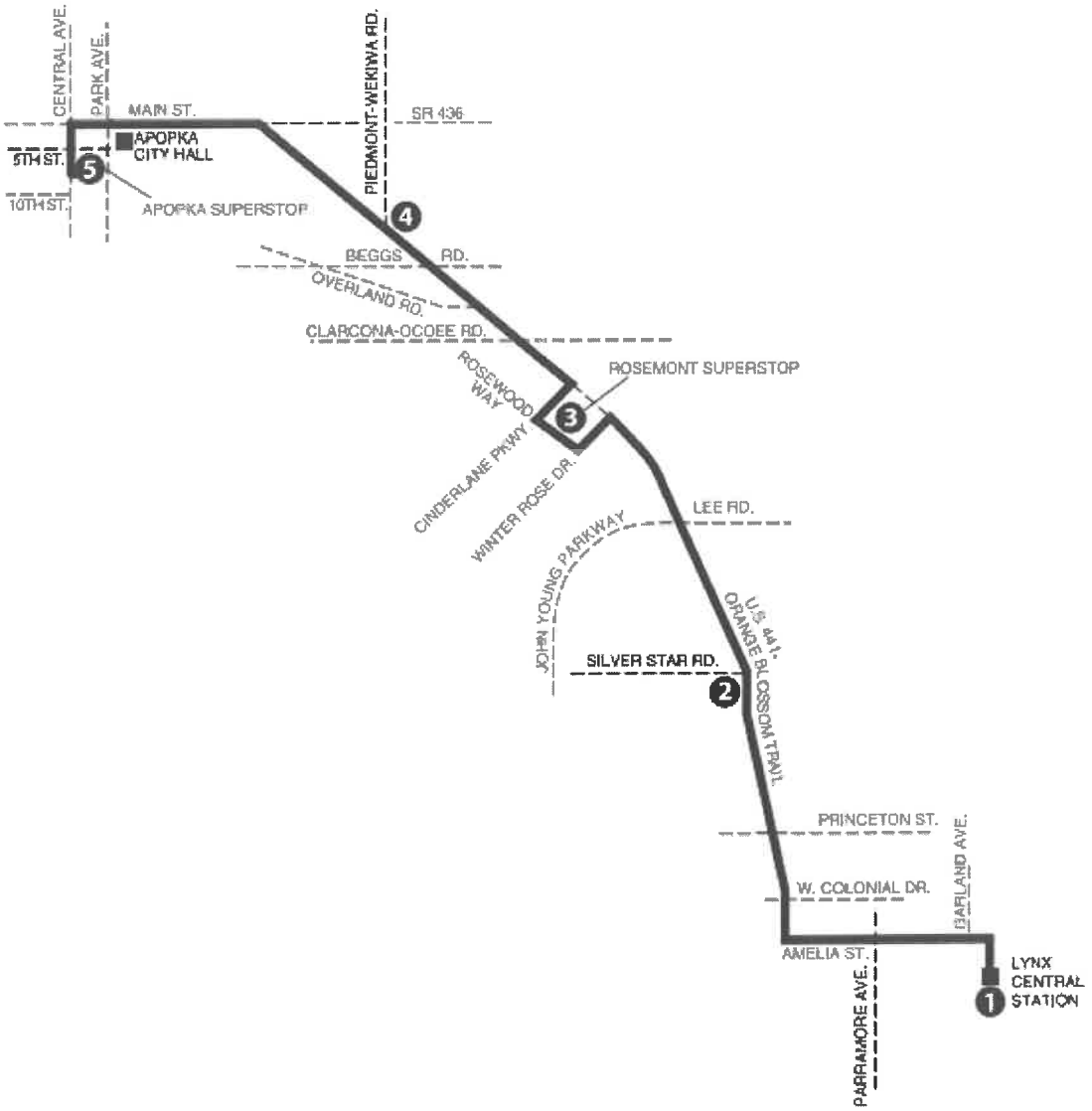
LINK 103 North U.S. 17-92/ Seminole Centre

Serving: Jai-Alai, Seminole County Courthouse, Seminole Centre, Seminole State College and NieghborLink 851



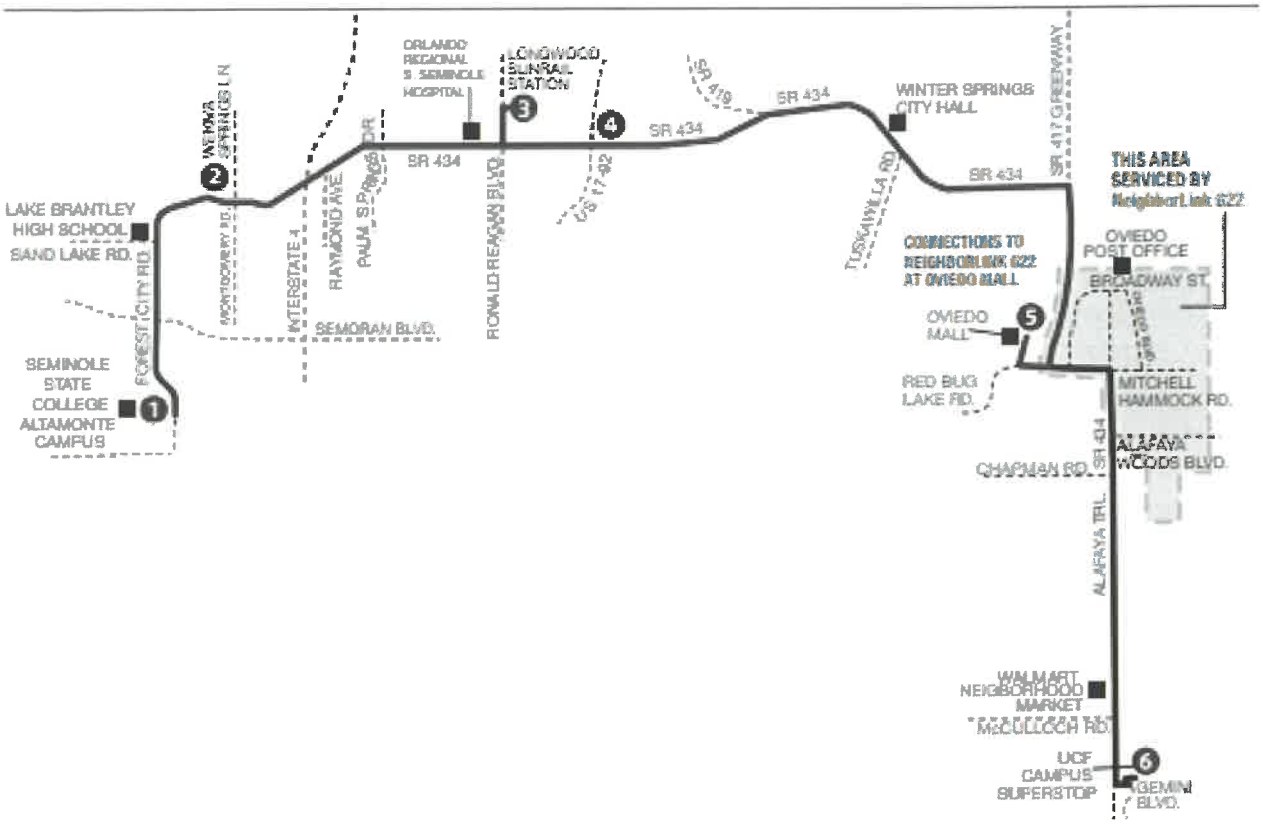
LINK 106 North U.S. 441/Apopka

Serving: LYNX Central Station, OCPS Educational Leadership Center, Rosemont SuperStop, and Lockhart



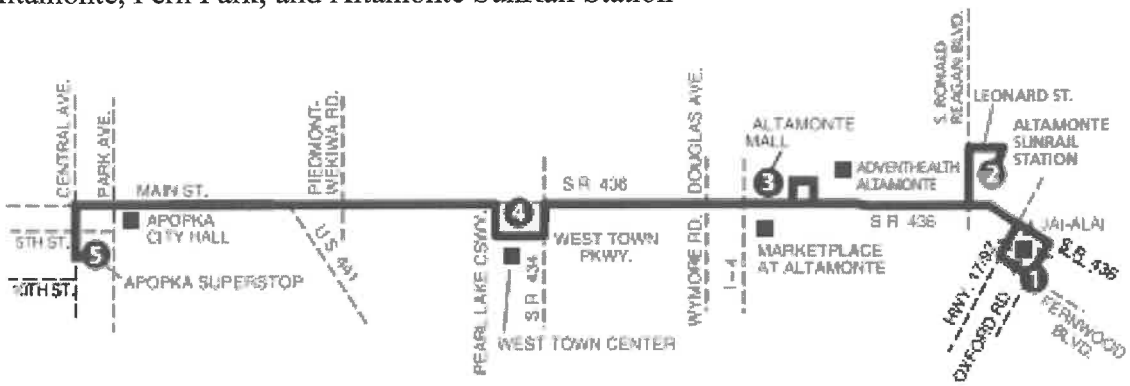
Link 434 S.R. 434

Serving: Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 822, Longwood SunRail Station, and Seminole State College - Altamonte Campus



Link 436N SR 436 Fernwood/Apopka

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, AdventHealth Altamonte, Fern Park, and Altamonte SunRail Station

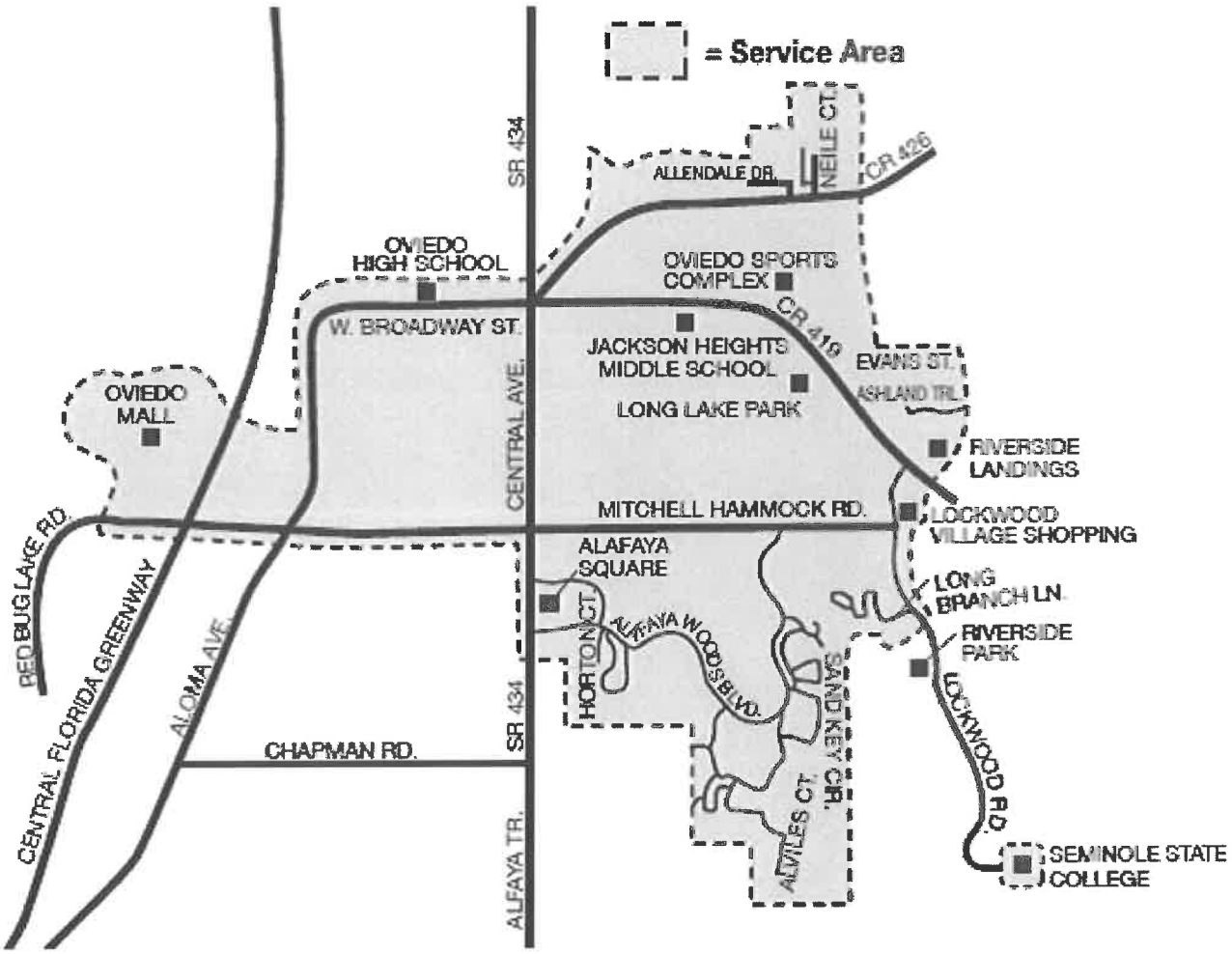


Link 436S SR 436 Fernwood/Orlando International Airport

Serving: Fern Park Superstop, Casselberry, Azalea Park, and Orlando International Airport

NeighborLink 822 Oviedo

Serving: Seminole State College, Oviedo Mall, Link 434, Oviedo High School, Oviedo Sports Complex, and Jackson Heights Middle School



NeighborLink 851 Sanford

Serving: Sanford SunRail Station, Seminole Centre, Historic Goldsboro Blvd, Westside Community Center, Central Florida Regional Hospital, Seminole County Health & Human Services, Sanford civic Center, Seminole County Library, Seminole county Courthouse, Sanford City Hall, and Serenity Towers

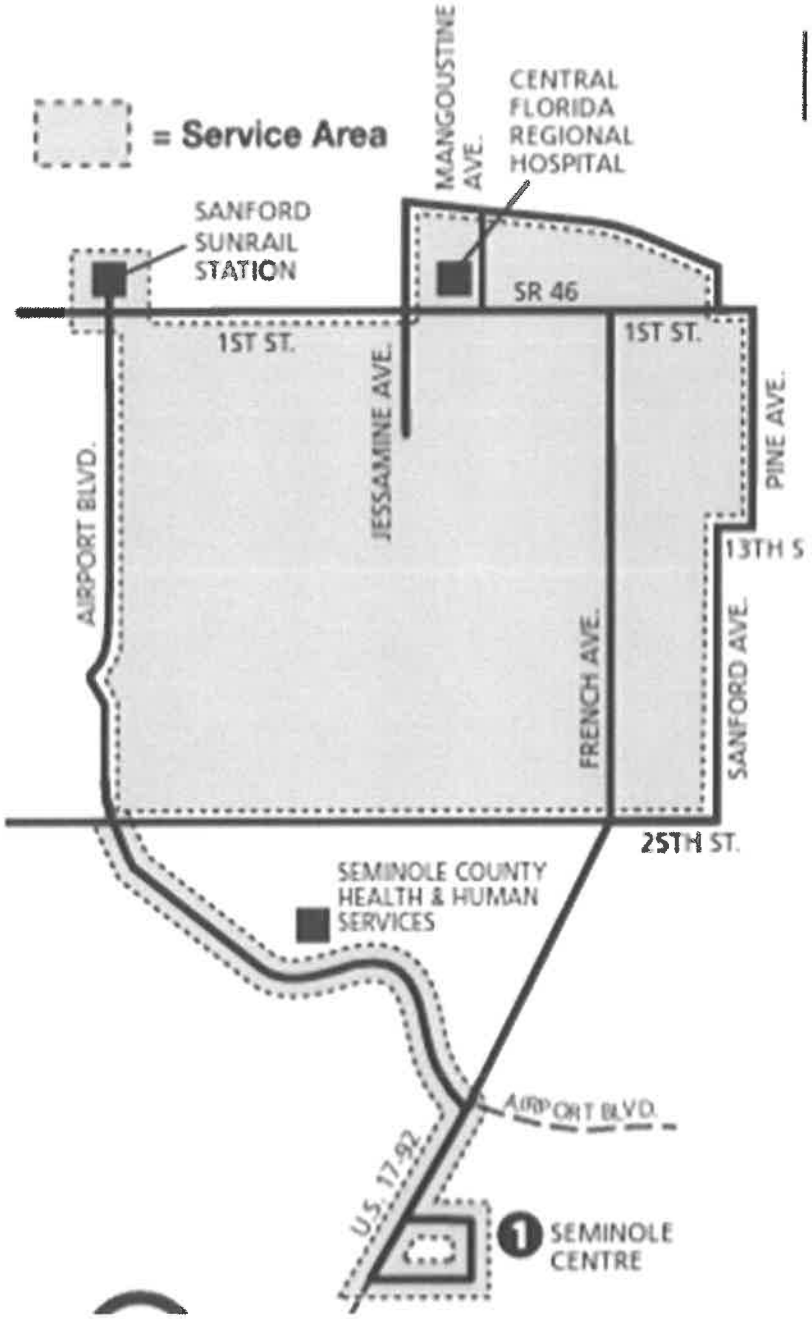


Exhibit "B"

Seminole County Transit Service Costs

Description of Appropriated Amount

October 1, 2023 through September 30, 2024

Fixed Route Operating Costs

	Link Services	**Amount**
	Link 1	$280,892
	Link 23	$409,258
	Link 34	$1,125,330
	Link 45	$1,453,504
	Link 102	$728,618
	Link 103	$2,053,341
	Link 106	$71,856
	Link 436S (112)	$942,424
	Link 436N (113)	$2,214,577
	Link 434	$1,443,343
	Link 46E (461)	$784,817
	Link 46W (462)	$545,090
		$12,053,050

	Operating Cost Recoveries	**Amount**
	Estimated Farebox Recovery	($1,584,277)
	SunRail Feeder Service	($679,997)
	City of Sanford	($93,000)
	City of Altamonte Springs	($120,900)
	Lynx Non-Operating Cost Recoveries	($143,718)
	LYNX Stabilization Fund	($2,794,703)
		($5,416,595)

Net Fixed Route Cost **$6,636,455**

	NeighborLink Operating Costs	**Amount**
	NL 822	$203,028
	NL 851	$221,601
		$424,629

	ParaTransit Operating Costs	**Amount**
	Americans with Disabilities (ADA) Funding	$3,956,329
	Transportation Disadvantaged (TD) Funding	$1,331,578
	LYNX Stabilization Fund	($931,996)
		$4,355,911
	Total Operating Costs	**$11,416,995**

	Capital Funding Cost	**Amount**
	$3 per Hour Capital Funding	$377,427
		$377,427
	Total County Transit Service Cost	**$11,794,422**

	FY2024 Billing Schedule	
	October-23	$982,869
	November-23	$982,869
	December-23	$982,869
	January-24	$982,869
	February-24	$982,869
	March-24	$982,869
	April 24	$982,869
	May-24	$982,869
	June-24	$982,869
	July-24	$982,869
	August-24	$982,869
	September-24	$982,869
	Annual Funding Request from County	**$11,794,422**

Exhibit "C"
Schedule Listing of LYNX Funding Partners

		FY2024 Funding Agreement
Operating Funding		
Orange County	$	69,041,652
Osceola County		11,533,044
Seminole County		11,416,995
Subtotal	$	91,991,691
City of Orlando	$	4,003,006
City of Orlando - LYMMO		3,118,508
FDOT (SunRail Feeder Route)		2,157,842
Central Florida Tourism Oversight District		541,953
Altamonte Springs		120,900
City of Sanford		93,000
Subtotal	$	10,035,209
Subtotal Operating Funding	$	102,026,900
Capital Contributions		
Orange County	$	2,849,631
Osceola County		464,019
Seminole County		377,427
Subtotal	$	3,691,077
Total Local Funds	$	105,717,977

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1160

-Title:

Consider the request for a Release of Lien for a vacant property located at 600 Shadowmoss Circle, Lake Mary, Parcel No. 03-20-29-5PG-FB00-0000, that was attached due to a Code Enforcement Special Magistrate lien of $232,500.00 for Case # 17-91-CESM, filed against Magnolia Golf Club Holding LLC (Magnolia Golf Club Holding LLC, Applicant) District5 - Herr (**Liz Parkhurst, Project Manager**)

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock

Contact/Phone Number:

Liz Parkhurst/407-665-7451

Background:

In response to a complaint, the Inspector observed the following violation of uncultivated vegetation as outlined by Seminole County Code, Chapter 95, Sec. 95.4, as defined in Sec. 95.3 (b), located on the vacant property at 600 Shadowmoss Circle, Lake Mary, Parcel No. 03-20-29-5PG-FB00-0000, owned by Magnolia Golf Club Holdings LLC.

On October 12, 2017, the Code Enforcement Special Magistrate of Seminole County issued its Findings of Fact, Conclusions of Law and Order for the referenced property. The Order specifically found the property in violation of Seminole County Code, Chapter 95, Sec. 95.4, as defined in Sec. 95.3 (b) uncultivated vegetation. Per the issued Findings of Fact, Conclusions of Law and Order, if the violation was found to be repeated, a fine of $500.00 per day would begin to accrue.

A complaint was received on May 19, 2022, and the Code Enforcement Officer reinspected the property and found it to be in repeat violation.

On November 17, 2022, the Special Magistrate issued an Order of $84,000.00

equaling the total amount of fines and costs for 168 days of non-compliance.

As the property was not in compliance, the fine continued to accrue at $500.00 each day until reinspection on September 11, 2023, when the Code Enforcement Officer found the property in compliance. The fine/lien totals $232,500.00 for a total of 465 days of non-compliance at $500.00 a day.

The property owner has indicated that they were not notified and were not aware of the lien hearings. As there were issues with the notices, the respondent was unable to attend the Special Magistrate hearings and discuss the accrued fines. Therefore, the County Attorney's Office has recommended that the liens be released. In the future if the property is found in violation, it will receive another repeat violation.

Staff Recommendation:

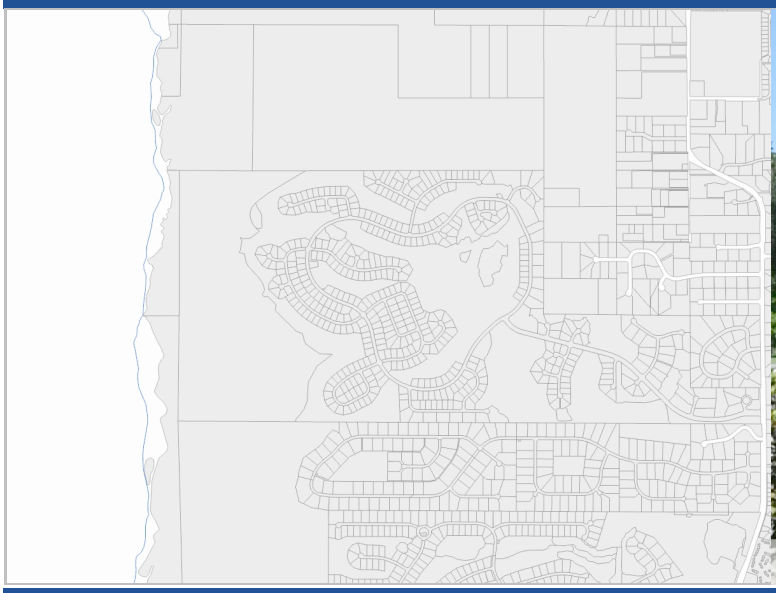
Authorize the Chairman to execute a Release of Lien in the amount of $232,500.00 associated with the property located at 600 Shadowmoss Circle, Lake Mary, Tax Parcel ID: 03-20-29-5PG-FB00-0000 and filed against Magnolia Golf Club Holding LLC.

Property Record Card

SEMINOLE COUNTY PROPERTY APPRAISER
DAVID JOHNSON, CFA

Parcel 03-20-29-5PG-FB00-0000
Property Address 600 SHADOWMOSS CIR LAKE MARY, FL 32746

Parcel Location



Site View

Parcel Information

Parcel	03-20-29-5PG-FB00-0000
Owner(s)	MAGNOLIA GOLF CLUB HOLDING LLC
Property Address	600 SHADOWMOSS CIR LAKE MARY, FL 32746
Mailing	PO BOX 1263 LONGWOOD, FL 32752
Subdivision Name	MAGNOLIA PLANTATION
Tax District	01-COUNTY-TX DIST 1
DOR Use Code	38-GOLF COURSE
Exemptions	None
AG Classification	No

Value Summary

	2024 Working Values	2023 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	4	4
Depreciated Bldg Value		
Depreciated EXFT Value		
Land Value (Market)	$397,719	$397,719
Land Value Ag		
Just/Market Value	$397,719	$397,719
Portability Adj		
Save Our Homes Adj	$0	$0
Amendment 1 Adj	$0	$0
P&G Adj	$0	$0
Assessed Value	$397,719	$397,719

2023 Certified Tax Summary

2023 Tax Amount without Exemptions **$5,292.84**

2023 Tax Bill Amount **$5,292.84**

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

TRACT F-B & TRACTS G & H & J & K &
F-A & F-C
MAGNOLIA PLANTATION
PB 55 PGS 73 THRU 93

ROAD DISTRICT	$397,719	$0	$397,719
FIRE	$397,719	$0	$397,719
Schools	$397,719	$0	$397,719

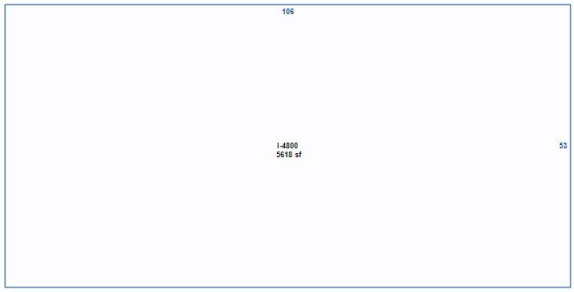
Land

Method	Frontage	Depth	Units	Units Price	Land Value
ACREAGE			189.39	$7,000.00	$397,719

Building Information

#	Description	Year Built Actual/Effective	Stories	Total SF	Ext Wall	Adj Value	Repl Value
1	WOOD BEAM/COLUMN	2000	1	5618.00	WOOD SIDING WITH WOOD OR METAL STUDS		

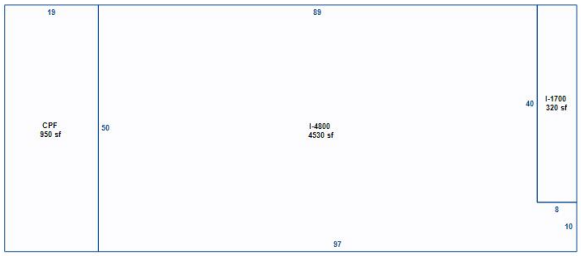
Appendages	
Description	**Area**



Building 1 - Page 1

#	Description	Year Built Actual/Effective	Stories	Total SF	Ext Wall	Adj Value	Repl Value
2	STEEL/PRE ENGINEERED.	2001	1	4850.00	METAL PREFINISHED - INSULATED	$0	$0

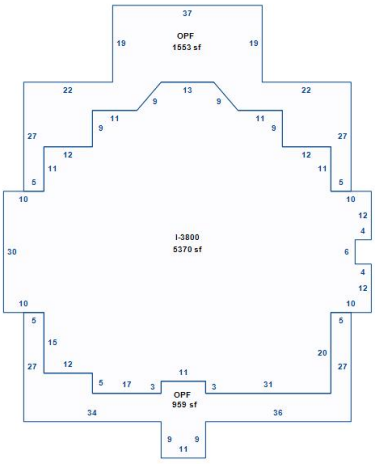
Appendages	
Description	**Area**
CARPORT FINISHED	950.00



Building 2 - Page 1

#	Description	Year Built Actual/Effective	Stories	Total SF	Ext Wall	Adj Value	Repl Value
3	WOOD BEAM/COLUMN	2001	1	5370.00	WOOD SIDING WITH WOOD OR METAL STUDS	$0	$0

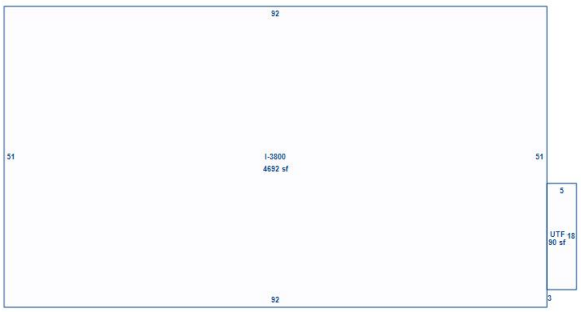
Appendages	
Description	**Area**
OPEN PORCH FINISHED	959.00
OPEN PORCH FINISHED	1553.00



Building 3 - Page 1

#	Description	Year Built Actual/Effective	Stories	Total SF	Ext Wall	Adj Value	Repl Value
4	MASONRY PILASTER .	2012	1	4692.00	SELECT LAP SIDING	$0	$0

Appendages	
Description	**Area**
UTILITY FINISHED	90.00



Building 4 - Page 1

Permits

Permit #	Description	Agency	Amount	CO Date	Permit Date
01410	PLUMBING PAD PER PERMIT 600 SHADOWMOSS CIR	County	$2,400		2/1/2001
10584	RANGE HOOD; PAD PER PERMIT 600 SHADOWMOSS CIR	County	$4,000		11/1/2000
00758	ELECTRIC WIRING; PAD PER PERMIT 906 SWEETGUM VALLEY PL; CONTRACTOR - DIRECT ELECTRIC, INC	County	$900		1/1/2001
03065	MISC ELECTRIC WIRING; PAD PER PERMIT 1718 SHADOWMOSS CIR	County	$0		4/1/2000
02462	CART SHED; PAD PER PERMIT 610 SHADOWMOSS CIR	County	$175,584	11/28/2000	3/24/2000
02463	MAINT, EQUIP STORAGE BLDG; PAD PER PERMIT 720 SHADOWMOSS AVE	County	$179,800	11/17/2001	3/24/2000
04036	ELECTRIC WIRING; PAD PER PERMIT 1718 SHADOWMOSS CIR; GOLF COURSE	County	$0		5/2/2000
03068	MISC ELECTRIC WIRING; GOLF COURSE; PAD PER PERMIT 610 SHADOWMOSS CIR	County	$0		4/1/2000
11367	PAD PER PERMIT;600 SHADOWMOSS CIR RANGEHOOD SUPPRESSION SYSTEM	County	$460		12/1/2000
08366	ELECTRIC WIRING; GOLF COURSE; PAD PER PERMIT 1028 SHADOWMOSS CIR	County	$0		9/11/2000
14168	GROUND SIGNS; PAD PER PERMIT 612 SHADOWMOSS CIR	County	$0		12/19/2003
03069	MISC ELECTRIC WIRING; GOLF COURSE; PAD PER PERMIT 598 SHADOWMOSS CIR	County	$0		4/1/2000
04325	MECHANICAL & CONDENSOR	County	$2,200		6/1/2010
08666	INSTALL PUMPER CONNECTION, FILL LINE, WATER LEVEL GAUGE, & VENT TO EXISTING TANK - 580 SHADOWMOSS CIR	County	$4,400		11/20/2012
03877	MIKE BENDER GOLF ACADEMY - TRAINING FACILITY - 580 SHADOWMOSS CIR	County	$498,741	12/31/2012	5/23/2012
00284	MECHANICAL&CONDENSOR	County	$1,800		1/1/2001
02460	COMFORT STATION; PAD PER PERMIT 1251 SHADOWMOSS CIR; CONTRACTOR - M H WILLIAMS CONSTRUCTION INC	County	$24,000	12/11/2000	3/24/2000
02446	AMUSEMENT - SOCIAL & RECREATION; PAD PER PERMIT 600 SHADOWMOSS AVE; GOLF COURSE	County	$756,000	3/6/2001	3/24/2000
04038	ELECTRIC WIRING; GOLF COURSE; PAD PER PERMIT 1808 REDWOOD GROVE TER	County	$0		5/2/2000
09323	ELECTRICAL	County	$7,750		5/25/2018
08367	ELECTRIC WIRING; GOLF COURSE; PAD PER PERMIT 1050 SHADOWMOSS CIR	County	$0		9/11/2000
08852	580 SHADOWMOSS CIR: ELECTRICAL - COMMERCIAL [MAGNOLIA PLANTATION]	County	$1,800		5/17/2018

Extra Features

Description	Year Built	Units	Value	New Cost
BLOCK WALL	02/01/2000	705	$0	
6' CHAIN LINK FENCE	02/01/2000	600	$0	
COMMERCIAL ASPHALT DR 2 IN	02/01/2000	79,020	$0	
WALKS CONC COMM	02/01/2012	7,074	$0	
COMMERCIAL CONCRETE DR 4 IN	02/01/2012	3,008	$0	
WALKS CONC COMM	02/01/2000	21,744	$0	
BLOCK WALL	02/01/2000	252	$0	

Zoning

Zoning	Zoning Description	Future Land Use	Future Land Use Description
PD	Planned Development	PD	Planned Development

Utility Information

Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
36.00	FPL	AT&T	SEMINOLE COUNTY UTILITIES	SEMINOLE COUNTY UTILITIES	NA	NA	NA	NA

Political Representation

Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 5 - Andria Herr	Dist 7 - Cory Mills	Dist 39 - DOUG BANKSON	Dist 10 - Jason Brodeur	30

School Information

Elementary School District	Middle School District	High School District
Heathrow	Markham Woods	Seminole

Copyright 2023 © Seminole County Property Appraiser

Prepared by:

Lonnie N. Groot, Esquire
Stenstrom, McIntosh, Colbert & Whigham, P.A.
1001 Heathrow Park Lane
Suite 4001
Lake Mary, Florida 32746
(407) 322-2171
Property Appraiser Tax Parcel ID Number: 03-20-29-5PG-FB00-0000

Return to:

Patt Hughes
Clerk to the Code Board
Clerk to the Special Magistrate
Development Services Department
Planning & Development Division
1101 East First Street
Sanford, Florida 32771-1468

ORDER OF SEMINOLE COUNTY
CODE ENFORCEMENT SPECIAL MAGISTRATE

Case number: 17-91-CESM

SEMINOLE COUNTY,

Petitioner,

vs.

MAGNOLIA GOLF CLUB HOLDING, LLC,

Respondent.
_____/

ORDER OF SEMINOLE COUNTY
CODE ENFORCEMENT SPECIAL MAGISTRATE

The Seminole County Code Enforcement Special Magistrate, after due notice to Respondent, has heard testimony under oath and considered other evidence admitted at a hearing held on the above styled case on the 14th day of December, 2017, and based on the evidence received, the Special Magistrate hereupon issues his Findings of Fact, Conclusions of Law, and Order in this Order of Violation and Non-Compliance, as follows:

FINDINGS OF FACT

The Respondent, Magnolia Golf Club Holding ,LLC, is the owner of the property located at 600 Shadowmoss Circle and its environs all being located in unincorporated Seminole County, Florida which property is assigned Tax Parcel Identification Number 03-20-29-5PG-FB00-0000 by the Seminole County Property Appraiser (hereinafter "the

subject property"). Mr. Zachary David Grimland, Esquire, appeared at the hearing representing the Respondent.

The Respondent was ordered, in accordance to controlling State law, to come into compliance with Chapter 95, Section 95.4, *Seminole County Code*, on or before August 28, 2017 and failed to do so.

The Respondent was in violation of Chapter 95, Section 95.4, *Seminole County Code*, on and after August 29, 2017.

However, the County did not prove that the Respondent was in violation of Chapter 95, Section 95.4, *Seminole County Code*, on December 14, 2017.

The conduct of the Respondent constituted a violation the provisions of the *Seminole County Code* as set forth below in more specificity. The Respondent, has allowed a nuisance, uncultivated vegetation, as set forth in Section 95.3 of the *Seminole County Code* on the subject property which encompasses a total parcel of approximately one hundred and ninety (190) acres in size. No evidence was submitted by the County as to whether the subject property was in code compliance as of December 14, 2017.

The Respondent did not file a public records request with the County seeking to review the files of the County relative to this Case.

CONCLUSIONS OF LAW

Chapter 95, Section 95.3, *Seminole County Code*, provides as follows:

Sec. 95.3. - Nuisances declared.
It is hereby declared and determined by the Board of County Commissioners of Seminole County that the following shall each individually, or in any combination thereof, be considered nuisances when existing upon lands or premises in the unincorporated area of Seminole County:
(a) Rubbish.
(b) **Uncultivated vegetation.**
(c) The remains or rubble of a structure.
(d) Abandoned or discarded volatile, corrosive, poisonous, or noxious chemicals, liquids, or substances.
(e) Abandoned vehicles; provided, however, that an abandoned vehicle kept within an enclosed garage or attached carport, or on the premises of a legally operating business enterprise when necessary to the functioning of such business operated in a lawful place and manner, or in a permitted or lawful storage area maintained in a lawful place and manner shall not be deemed a violation.
(f) Stagnant or foul water.
(g) An unsecured swimming pool.

(h) Any other material or condition tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives, and/or welfare of the citizens of Seminole County. (Emphasis added).

Further, Chapter 95, Section 95.5(h), *Seminole County Code*, provides:

Sec. 95.4. - Creation or maintenance of nuisances prohibited.
It shall be unlawful for any person to accumulate, dump or cause or allow to be accumulated or dumped, or place or cause or allow to be placed, or to otherwise cause or allow to exist on any lands or premises any nuisance as defined in Section 95.3.

The description/address of the subject property and the Tax Parcel Identification Number of the subject property are stated above.

The conduct of the Respondent constituted a violation the provisions of the *Seminole County Code* as set forth above. The Respondent, has allowed uncultivated vegetation to persist and exist on the subject property thereby constituting a violation on the subject property of Chapter 95, Section 95.4, *Seminole County Code*. That violation was proven to exist on August 29, 2017, but not on December 14, 2017.

ORDER

The provisions of Chapter 162, *Florida Statutes*, relating to the enforcement of local government codes by means of code enforcement boards or special magistrates control the subject proceedings.

Based on the foregoing Findings of Fact And Conclusions of Law, and the authority of Chapter 162, *Florida Statutes*, and other controlling law, it is duly **ORDERED** by the undersigned that the Respondent property owner was in violation of the above-stated code on the above described, but came into compliance after the date which had been ordered as a valid and lawful compliance date by the County.

In the event that the Respondent repeats the subject violation, the Respondent shall be subject to the maximum penalty allowed under controlling law. It is recognized that the County has engaged in a very significant amount of administrative effort in the prosecution of this matter.

This Order may be recorded, at the discretion of the County, in the Public Records of Seminole County and, in such event, shall constitute notice to any subsequent purchasers, successors in interest, or assigns, as the violation concerns real property, and the findings herein shall be binding upon the violator/Respondent and any subsequent purchasers, successors in interest or assigns.

The Respondent is encouraged to coordinate its code compliance issues with Ms. Joann Tamulonis, Code Enforcement Officer, Seminole County Sheriff's Office, 100 Bush Boulevard, Sanford, Florida 32773, Phone: 407 665-1487, e-mail: jtamulonis@seminolesheriff.org.

The Respondent's ore tenus Motion To Dismiss alleging that the County failed to comply with the notice requirements of controlling law is hereby **DENIED**.

The Respondent's ore tenus objection to the introduction of documentary evidence by the County is hereby **DENIED**.

The Respondent noted, ore tenus, a desire to raise constitutional issues relative to the proceedings. The undersigned, Special Magistrate, has no jurisdiction or authority to adjudicate constitutional assertions.

This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

DONE AND ORDERED this 18th day of December, 2017, *nunc pro tunc* to December 14, 2017.

By: **SEMINOLE COUNTY CODE ENFORCEMENT SPECIAL MAGISTRATE**

Lonnie N. Groot
Special Magistrate

Attest:
Patricia A. Hughes
Clerk to the Special Magistrate

PATRICIA A. HUGHES
Commission # FF 902598
Expires July 22, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Certificate of Service

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished to Magnolia Golf Club Holding, LLC, c/o Mr. Zachary David Grimland, Esquire, Grimland Law, PLLC, 1503 South United States Highway 301, Suite 16, Tampa, Florida 33619-5126 and Ms. Joann Tamulonis, Code Enforcement Officer, Seminole County Sheriff's Office, 100 Bush Boulevard, Sanford, Florida 32773, by first class mail delivery, this 18th day of December, 2017.

Patricia A. Hughes
Clerk to the Special Magistrate

Prepared by:

Kimberly R. Kopp, Esquire
Romano Kopp Law, P.A.
P.O. Box 622562
Oviedo, Florida 32762-2562
Property Appraiser Tax Parcel ID Number: 03-20-29-5PG-FB00-0000

Return to:

Patt Hughes
Clerk to the Code Board
Clerk to the Special Magistrate
Development Services Department
Planning & Development Division
1101 East First Street
Sanford, Florida 32771-1468

ORDER OF SEMINOLE COUNTY
CODE ENFORCEMENT SPECIAL MAGISTRATE

Case number: 17-91-CESM

SEMINOLE COUNTY,

Petitioner,

vs.

MAGNOLIA GOLF CLUB HOLDING LLC,

Respondent.
_____/

ORDER FINDING REPEAT VIOLATION AND INCREASING FINE FOR FUTURE REPEAT VIOLATIONS

The Seminole County Code Enforcement Special Magistrate, after due notice to Respondent, has heard testimony under oath and considered other evidence admitted at a hearing held on the above styled case on June 13, 2019, and based on the evidence received, the Special Magistrate hereupon determines that the total amount of fines and costs imposed against the Respondent in this case at this time, shall be the sum of $1,250.00 for five days of non-compliance at $250.00 per day from March 22, 2019 to March 26, 2019, if paid within 30 days of the date of this Order, which payment shall be made with the Code Enforcement Clerk. If said payment is not timely paid, the fine imposed to date shall be $1,250.00 plus any and all administrative costs as may be determined at a subsequent heading.

If $1,250.00 is not timely paid within thirty (30) days, this Order may be recorded in the Public Records of Seminole County and shall constitute notice to any

subsequent purchasers, successors in interest, or assigns, as the violation concerns real property, and the findings herein shall be binding upon the violator/Respondent and any subsequent purchasers, successors in interest or assigns and shall constitute a lien against the above-described property and upon any other real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, *Florida Statutes.*

The Special Magistrate acted in accordance with the prior Orders entered in this case and the Special Magistrate finds that the property was brought into compliance on March 27, 2019 and remained in compliance through the 13th day of June, 2019. In the event that the violation is repeated after June 13, 2019, the Special Magistrate orders that the fine be increased to $500.00 per day for each day the violation continues or is repeated after June 13, 2019.

This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

DONE AND ORDERED this 14th day of June, 2019, *nunc pro tunc* to June 13, 2019.

By: **SEMINOLE COUNTY CODE ENFORCEMENT SPECIAL MAGISTRATE**

Kimberly R. Kopp
Special Magistrate

Attest:
Patricia A. Hughes
Clerk to the Code Board
Clerk to the Special Magistrate

PATRICIA A. HUGHES
Commission # FF 902598
Expires July 22, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Certificate of Service

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished to MAGNOLIA GOLF CLUB HOLDING LLC, PO Box 1263, Longwood, FL 32752, and Zachary Grimland, Esq., 1300 South US HWY 614, Tampa, FL 33619 by first class mail delivery, on this 14th day of June, 2019.

Patricia A. Hughes
Clerk to the Special Magistrate

CODE ENFORCEMENT SPECIAL MAGISTRATE
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

CASE NO.17-91-CESM

Petitioner,

vs.

MAGNOLIA GOLF CLUB HOLDING, LLC
PARCEL I.D NO. – 03-20-29-5PG-FB00-0000

_____/

AFFIDAVIT OF REPEAT VIOLATION

BEFORE ME, the undersigned authority, personally appeared **Joann Tamulonis, Code Enforcement Officer**, Seminole County Sheriff's Office who, after being duly sworn, deposes and says:

1. That on **December 14, 2017,** the Special Magistrate held a public hearing found a violation of a County Code and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to refrain from repeating the violation after **December 14, 2017.**

3. That an additional re-inspection was performed on **May 19, 2022.**

4. That the violation found by the Special Magistrate on **December 14, 2017,** has been repeated in that the violation of **uncultivated vegetation in excess of 8 inches in height** was observed on the subject property.

FURTHER AFFIANT SAYETH NOT.

DATED this **23rd day** of **May, 2022**

Joann Tamulonis
Joann Tamulonis, Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23rd day of May 2022, by Joann Tamulonis who is [X] personally known to me or [ ] has produced _____ as identification

Notary Public in and for the County
and State Aforementioned

NOTARY PUBLIC STATE OF FLORIDA
SHANNON M. HENSON
Commission # GG 217183
Expires July 27, 2022
Bonded Thru Budget Notary Services

Café: 2022CE000717

CODE ENFORCEMENT SPECIAL MAGISTRATE
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida

Case No. 17-91-CESM

Petitioner,

vs.

MAGNOLIA GOLF CLUB HOLDING LLC
PARCEL ID# 03-20-29-5PG-FB00-0000

Respondent.
_____/

AFFIDAVIT OF COMPLIANCE
(After Repeat Violation)

BEFORE ME, the undersigned authority, personally appeared **Joann Tamulonis**, Code Enforcement Officer, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **December 14, 2017,** the Special Magistrate held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, the Respondent was to refrain from repeating the violation after **December 14, 2017.**

3. That a further re-inspection made on **May 19, 2022,** the Respondent was at that time no longer in compliance with the Order of **December 14, 2017**, by having repeated the original violation of uncultivated vegetation in excess of 8 inches in height.

4. That on **June 2, 2022** a re-inspection revealed that additional corrective action had eliminated the repeat violation and that the respondent was once again found to be in compliance.

FURTHER AFFIANT SAYETH NOT.

DATED this 9TH day of **June, 2022**

Joann Tamulonis
Joann Tamulonis, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)
The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 9 day of June, 2022, by Joann Tamulonis who is [✓] personally known to me or [ ] has produced _____ as identification

Notary Public in and for the County and State Aforementioned

ALLISON CATALFAMO
Commission # GG 956916
Expires March 1, 2024
Bonded Thru Budget Notary Services

Café:2022CE000717

CODE ENFORCEMENT SPECIAL MAGISTRATE
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

CASE NO.17-91-CESM

Petitioner,

vs.

MAGNOLIA GOLF CLUB HOLDING, LLC
PARCEL I.D NO. – 03-20-29-5PG-FB00-0000

_____/

AFFIDAVIT OF REPEAT VIOLATION

BEFORE ME, the undersigned authority, personally appeared **Joann Tamulonis**, **Code Enforcement Officer**, Seminole County Sheriff's Office who, after being duly sworn, deposes and says:

1. That on **December 14, 2017,** the Special Magistrate held a public hearing found a violation of a County Code and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to refrain from repeating the violation after **December 14, 2017.**

3. That an additional re-inspection was performed on **June 17, 2022.**

4. That the violation found by the Special Magistrate on **December 14, 2017,** has been repeated in that the violation of **uncultivated vegetation in excess of 8 inches in height** was observed on the subject property.

FURTHER AFFIANT SAYETH NOT.

DATED this 22nd **day** of June **, 2022**

Joann Tamulonis
Joann Tamulonis, Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 22 day of June 2022, by _____ who is [✓] personally known to me or [ ] has produced _____ as identification

NOTARY PUBLIC STATE OF FLORIDA
ALLISON CATALFAMO
Commission # GG 956916
Expires March 1, 2024
Bonded Thru Budget Notary Services

Notary Public in and for the County and State Aforementioned

Café: 2022CE001219

Prepared by:

Kimberly R. Kopp, Esquire
Romano Kopp Law, P.A.
P.O. Box 1924
Sanford, FL 32772
Property Appraiser Tax Parcel ID Number: 03-20-29-5PG-FB00-0000

CERTIFIED COPY
CLERK TO THE
SPECIAL MAGISTRATE
SEMINOLE COUNTY, FL
BY: _____
DATE: _____

Return to:

Patt Hughes
Clerk to the Code Board
Clerk to the Special Magistrate
Development Services Department
Planning & Development Division
1101 East First Street
Sanford, Florida 32771-1468

ORDER OF SEMINOLE COUNTY
CODE ENFORCEMENT SPECIAL MAGISTRATE

Case number: 17-91-CESM

SEMINOLE COUNTY,

Petitioner,

vs.

MAGNOLIA GOLF CLUB HOLDING LLC
DEAN MEAN SERVICES (REGISTERED AGENT);

Respondents.
_____/

ORDER PROVIDING FOR FINAL COSTS AND IMPOSING LIEN AFTER REPEAT VIOLATION

The Seminole County Code Enforcement Special Magistrate, after due notice to Respondent, has heard testimony under oath and considered other evidence admitted at a hearing held on the above styled case on November 17, 2022, and based on the evidence received, the Special Magistrate hereupon determines that the total amount of fines and costs imposed against the Respondent in this case at this time, shall be the sum of $84,000.00, for one hundred and sixty-eight (168) days of Non-Compliance from May 19, 2022 through and including June 1, 2022; and June 17, 2022 through and including November 17, 2022 at $500.00 per day, and the fine shall continue to accrue at

GRANT MALOY, SEMINOLE COUNTY
CLERK OF CIRCUIT COURT & COMPTROLLER
CFN# 2023058127 Bk:10462 Pg:329-331(3Pgs)
REC: 06/23/2023 2:37:01 PM by jeckenroth
RECORDING FEES $27.00

$500.00 per day for each day the violation continues or is repeated past November 17, 2022.[1]

This Order may be appealed to the Circuit Court within 30 days of its rendering and may be recorded and constitute a lien upon the property.

---

[1] This case was originally heard by the Special Magistrate on December 14, 2017; and an Order was entered providing findings of fact and conclusions of law, and providing that the Respondent property owner was in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Sec. 95.3(b), and further found that Respondent came into compliance after the date which had been ordered as a valid and lawful compliance date by the County. Such order further provided that "[i]n the event that the Respondent repeats the subject violation, the Respondent shall be subject to the maximum penalty allowed under controlling law. It is recognized that the County has engaged in a very significant amount of administrative effort in the prosecution of this matter."

Multiple repeat violations were found to occur between December 15, 2017 and November 17, 2022. Relevant to this lien are repeat violations existing on and after May 19, 2022, as set forth herein. An affidavit of repeat violation was filed by the Code Enforcement Officer after reinspection on May 19, 2022. An Affidavit of Compliance on a repeat violation was filed by the Code Enforcement Officer after re-inspection on May 19, 2022. An Affidavit of Repeat Violation was filed by the Code Enforcement Officer again after re-inspection on June 17, 2022.

DONE AND ORDERED this 18th day of November 2022, nunc pro tunc to the 17th day of November 2022.

By: **SEMINOLE COUNTY CODE ENFORCEMENT SPECIAL MAGISTRATE**

Kimberly R. Kopp
Special Magistrate

Attest:
Patricia A. Hughes
Clerk to the Code Board
Clerk to the Special Magistrate

PATRICIA A. HUGHES
Commission # GG 331752
Expires July 22, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Certificate of Service

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished to Magnolia Golf Club Holding LLC, PO Box 1263, Longwood, FL 32752 and Dean Mead Services, 420 S Orange Ave., STE 700, Orlando, FL 32801 on the 21st day of November 2022.

Patricia A. Hughes
Clerk to the Special Magistrate

CODE ENFORCEMENT SPECIAL MAGISTRATE
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida

Case No. 17-91-CESM

Petitioner,

vs.

MAGNOLIA GOLF CLUB HOLDING LLC
PARCEL ID# 03-20-29-5PG-FB00-0000

Respondent.
_____/

AFFIDAVIT OF COMPLIANCE
(After Repeat Violation)

BEFORE ME, the undersigned authority, personally appeared **Joann Tamulonis**, Code Enforcement Officer, Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **November 17, 2022** the Special Magistrate held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, **the total amount of fines and costs imposed against the Respondent in this case at that time shall be $84,000.00 for 168 days of Non-Compliance from May 19, 2022 through and including June 1, 2022; and June 17, 2022 through and including November 17, 2022 at $500.00 per day, and the fine shall continue to accrue at $500.00 per day for each day the violation continues or is repeated past November 17, 2022.**

3. That on **September 11, 2023** a re-inspection was conducted and the corrective action had been taken, eliminating the repeat violation.

FURTHER AFFIANT SAYETH NOT.

DATED this 18 day of **September, 2023**

Joann Tamulonis

Joann Tamulonis, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)
The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 18 day of Sept, 2023, by Joann Tamulonis who is [ ] personally known to me or [ ] has produced _____ as identification

Patricia Hughes

Notary Public in and for the County
and State Aforementioned

Café:

PATRICIA A. HUGHES
Commission # HH 425484
Expires July 24, 2027

RELEASE OF LIEN
AS TO PARTICULAR PARCEL

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/Lien, issued by the Seminole County Code Enforcement Board in Case No. 17-91-CESM, filed against MAGNOLIA GOLF CLUB HOLDING LLC by and on behalf of Seminole County, on June 23, 2023, and recorded in Official Records Book 10462, Pages 00329 - 331, of the Public Records of Seminole County, Florida, only against the following described real property:

TRACT F-B & TRACTS G & H & J & K & F-A & F-C MAGNOLIA PLANTATION

PB 55 PGS 73 THRU 93

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

DATED this 14th day of November, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Amy Lockhart, Chairman

Date: _____

_____
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.

As authorized for execution by the
Board of County Commissioners at its
November 14, 2023 regular meeting.

_____
County Attorney

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1219

Title:

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Orlando Waste Paper Company, Inc. effective from October 1, 2023 through September 30, 2024. Countywide **(Oliver Bond, Solid Waste Division Manager)**

Division:

Environmental Services - Solid Waste Management

Authorized By:

Oliver Bond

Contact/Phone Number:

Oliver Bond/407-665-2253

Background:

Seminole County Code Chapter 235 authorizes the Board of County Commissioners to regulate the collection and disposal of waste in unincorporated areas of Seminole County. Orlando Waste Paper Company, Inc. has complied with the requirements set forth in the Code and requested a Certificate of Public Convenience and Necessity (COPCN) from the County to provide commercial recyclables collection services in unincorporated areas of the County. This firm currently is requesting a COPCN for October 1, 2023 through September 30, 2024. Additionally, insurance information in compliance with Code Chapter 235 has been provided.

Firms that collect only Construction and Demolition Debris, Special Wastes, or Recyclables are not required to execute a non-exclusive commercial solid waste collection franchise agreement with the County. These firms are required to obtain COPCNs from the County.

Staff Recommendation:

Staff recommends that the Board approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Orlando Waste Paper Company, Inc. effective from October 1, 2023 through September 30, 2024.

ORLANDO WASTE PAPER COMPANY, INC.

LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: Orlando Waste Paper Company, Inc

Street Address: 2715 Staten Road

City, State & Zip: Orlando, FL 32804

Type of Operation: Recyclable Materials

This Certificate of Public Convenience and Necessity is valid from October 01, 2023 through September 30, 2024, unless earlier terminated as provided hereinabove, and applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

_____
Grant Maloy

Clerk to the Board of County Commissioners of Seminole County, Florida

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

_____
County Attorney

Board of County Commissioners
Seminole County, Florida

By: _____
Amy Lockhart, Chairman

Date: _____

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

Seminole County

Certificate of Public Convenience and Necessity

COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is good through *October 01, 2023 to September 30, 2024.*

Please complete all application items enclosed and return with a check to cover the $100.00 application fee and $20.00 for each vehicle identified on the *Vehicle Identification List* form included. Make checks payable to Seminole County BCC-COPCN and mail to Elizabeth Montgomery, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Forms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Elizabeth Montgomery at 407-665-2257 or via email at emontgomery@seminolecountyfl.gov.

Date: October 17, 2023

Company Name: ORLANDO WASTE PAPER COMPANY, INC
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: 2715 STATEN ROAD

City: ORLANDO State: FL Zip: 32804

Site Street Address: SAME

City: State: Zip:

Contact Person: Sarah Smalley Phone: 407-299-1380 C FAX 407-295-5956

Email Address: sarah@orlandowastepaper.com

Owner/Stockholders/5% or more: Sterling Vestal- Owner/President

List Prior Companies & Forms of Business:

Person responsible for quarterly reports: Sarah Smalley Phone: 407299-1380

Email Address: *sarah@orlandowastepaper.com*

Statement of Capability and Financial Responsibility

I certify that ORLANDO WASTE PAPER COMPANY, INC.____ is capable of performing the service(s) applied for and is Financially Responsible.

Sarah Smalley 10/17/2023

Signature *Date*

Sarah Smalley

Print Name above

Seminole County

Certificate of Public Convenience and Necessity

TYPE OF OPERATION

Company Name: *ORLANDO WASTE PAPER COMPANY, INC.*

What type of waste will you be collecting in unincorporated Seminole County?

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- [ ] Furniture
- [ ] Garbage
- [ ] Rubbish
- [ ] Sludge

CONSTRUCTION & DEMOLITION DEBRIS:

- [ ] Concrete, brick and fines
- [ ] Wood
- [ ] Land Clearing Debris
- [ ] Asphalt
- [ ] Drywall
- [ ] Roofing Shingles

RECYCLABLE MATERIALS:

- X [✓] Newspaper
- X [✓] Glass
- X [✓] Aluminum Cans
- X [✓] Plastic Bottles
- X [✓] Steel Cans
- X [✓] Other Plastics
- X [✓] Ferrous Metals
- X [✓] Non-Ferrous Metals
- X [✓] Corrugated Cardboard
- X [✓] Office Paper
- [ ] Food Waste
- [ ] Textiles
- [ ] Other *(specify)* _____

SPECIAL WASTE:

- [ ] Yard Trash
- [ ] White Goods
- [ ] Tires
- [ ] Other *(specify)* _____

HAZARDOUS WASTE:

- [ ] Biological Waste
- [ ] Biohazardous Waste
- [ ] Other *(specify)*

Does your company operate a waste management facility in unincorporated Seminole County? If yes, please complete information below.

FACILITY:

Address: _____

City: _____ Zip: _____

- [ ] Equipment Parking, *and / or*
- [ ] Maintenance Yard - *only.*

RECYCLING FACILITY:

- [ ] C&D Processing
- [ ] Materials Recovery
- [ ] Yard Waste/Tree Debris
- [ ] Disposal Facility

Specify _____

Materials handled at facility *(list all)*:

Facility	*Materials*

Tons handled Annually *(per material, if applicable)*:

Item	*Tons per year*

Where do you deliver materials for disposal and / or processing?

NOTE:

** Include Copies Of All Pertinent Regulatory Agency Operation Permits. Attach additional pages as needed.*

Seminole County

Certificate of Public Convenience and Necessity

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida

COUNTY OF Orange

COMES NOW, Jerry Allen, being first duly sworn, who deposes and says:

(1) That he/she is the Vice President, an officer Of ORLANDO WASTE PAPER COMPANY, INC. corporation existing under the laws of the State of Florida;

(2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

, Affiant

The following Affidavit was signed, acknowledged and sworn to by Jerry Allen

before me this 19th day of October, 20 23

Notary Public, State of Florida (Signature)

Nancy M McBride

Print Name (above)

My commission expires: 6/26/24

Nancy M. McBride
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG964875
Expires 6/26/2024

Seminole County
Certificate of Public Convenience and Necessity

COMPLIANCE AGREEMENT

Company Name: Orlando Waste Paper Company, Inc.

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Signature 10/17/2023

Print Name: Jerry Allen
Officer of Corporation/Print Name

Notary: *Signature* Date: Oct 17, 2023

Print Name: Nancy M McBride
Notary/Print Name

Commission Expires: 6/26/24

Notary Stamp: FLORIDA NOTARY ASSOCIATION SINCE 1978
Nancy M. McBride
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG964875
Expires 6/26/2024

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1220

Title:

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Trademark Metals Recycling, LLC effective from October 1, 2023 through September 30, 2024. Countywide **(Oliver Bond, Solid Waste Division Manager)**

Division:

Environmental Services - Solid Waste Management

Authorized By:

Oliver Bond

Contact/Phone Number:

Oliver Bond/407 665-2253

Background:

Seminole County Code Chapter 235 authorizes the Board of County Commissioners to regulate the collection and disposal of waste in unincorporated areas of Seminole County. Trademark Metals Recycling, LLC has complied with the requirements set forth in the Code and requested a Certificate of Public Convenience and Necessity (COPCN) from the County to provide commercial recyclables collection services in unincorporated areas of the County. This firm currently is requesting a COPCN for October 1, 2023 through September 30, 2024. Additionally, insurance information in compliance with Code Chapter 235 has been provided.

Firms that collect only Construction and Demolition Debris, Special Wastes or Recyclables are not required to execute a non-exclusive commercial solid waste collection franchise agreement with the County. These firms are required to obtain COPCNs from the County.

Staff Recommendation:

Staff recommends that the Board approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Trademark Metals Recycling, LLC

effective from October 1, 2023 through September 30, 2024.

TRADEMARK METALS RECYCLING, LLC

LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: Trademark Metals Recycling, LLC

Street Address: 3301 W FL 46

City, State & Zip: 32771

Type of Operation: Recycling Facility, Materials Recovery

This Certificate of Public Convenience and Necessity is valid from October 01, 2023 through September 30, 2024, unless earlier terminated as provided hereinabove, and applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

_____
Grant Maloy

Clerk to the Board of County Commissioners of Seminole County, Florida

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

_____
County Attorney

Board of County Commissioners
Seminole County, Florida

By: _____
Amy Lockhart, Chairman

Date: _____

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

Seminole County

Certificate of Public Convenience and Necessity

COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is good through *October 01, 2023 to September 30, 2024.*

Please complete all application items enclosed and return with a check to cover the $100.00 application fee and $20.00 for each vehicle identified on the *Vehicle Identification List* form included. Make checks payable to Seminole County BCC-COPCN and mail to Elizabeth Montgomery, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Forms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Elizabeth Montgomery at 407-665-2257 or via email at emontgomery@seminolecountyfl.gov.

Date: 8/22/2023

Company Name: Trademark Metals Recycling LLC
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: 5401 W Kennedy Blvd Ste 400

City: Tampa State: FL Zip: 33609

Site Street Address: 3301 W. FL 46

City: Sanford State: FL Zip: 32771

Contact Person: Sr. Accountant Phone: 813-226-0088 FAX —

Email Address: TMR.ALL.FINANCE@TMRECYCLING.COM

Owner/Stockholders/5% or more: 100% owned by the David J. Joseph Company

List Prior Companies & Forms of Business:

Person responsible for quarterly reports: SR. Accountant Phone: 813-226-0088

Email Address: TMR.ALL.FINANCE@TMRECYCLING.COM

Statement of Capability and Financial Responsibility

I certify that Trademark Metals Recycling LLC is capable of performing the service(s) applied for and is Financially Responsible.

x Patrick Fuller 9/13/2023
Signature *Date*

Patrick Fuller
Print Name above

Seminole County
Certificate of Public Convenience and Necessity

COMPLIANCE AGREEMENT

Company Name: Trademark Metals Recycling LLC

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Officer of Corporation: X Patrick Fuller Date: 9/13/2023
Signature

Print Name: Patrick Fuller
Officer of Corporation/Print Name

Notary: Jennifer Beck Date: 9/13/2023
Signature

Print Name: Jennifer Beck
Notary/Print Name

Commission Expires: 9/1/2024

Notary Stamp: JENNIFER BECK MY COMMISSION EXPIRES SEPTEMBER 1, 2024 #HH 038486 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Seminole County

Certificate of Public Convenience and Necessity

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida

COUNTY OF Hillsborough

COMES NOW, Patrick Fuller, being first duly sworn, who deposes and says:

(1) That he/she is the Controller, an officer of Trademark Metals Recycling LLC corporation existing under the laws of the State of Florida;

(2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

x Patrick Fuller, Affiant

The following Affidavit was signed, acknowledged and sworn to by Patrick Fuller

_____ before me this 13 day of September, 20 23

JENNIFER BECK
MY COMMISSION EXPIRES SEPTEMBER 1, 2024
#HH 038488
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Jennifer Beck
Notary Public, State of Florida (Signature)

Jennifer Beck
Print Name (above)

My commission expires: 9/1/2024

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1221

Title:

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Recycling Services of Florida, Inc., effective from October 1, 2023 through September 30, 2024. Countywide **(Oliver Bond, Solid Waste Division Manager)**

Division:

Environmental Services - Solid Waste Management

Authorized By:

Oliver Bond

Contact/Phone Number:

Oliver Bond/407-665-2253

Background:

Seminole County Code Chapter 235 authorizes the Board of County Commissioners to regulate the collection and disposal of waste in unincorporated areas of Seminole County. Recycling Services of Florida, Inc. has complied with the requirements set forth in the Code and requested a Certificate of Public Convenience and Necessity (COPCN) from the County to provide commercial recyclables collection services in unincorporated areas of the County. This firm is requesting a COPCN for October 1, 2023 through September 30, 2024. Additionally, insurance information in compliance with Code Chapter 235 has been provided.

Firms that collect only Construction and Demolition Debris, Special Wastes or Recyclables are not required to execute a non-exclusive commercial solid waste collection franchise agreement with the County. These firms are required to obtain COPCNs from the County.

Staff Recommendation:

Staff recommends that the Board approve and authorize the Chairman to execute a

Certificate of Public Convenience and Necessity for Recycling Services of Florida, Inc., effective from October 1, 2023 through September 30, 2024.

RECYCLING SERVICES OF FLORIDA, INC.

LET IT BE KNOWN, that the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

Company Name: Recycling Service of Florida, Inc

Street Address: 6161 Jones Ave

City, State & Zip: Zellwood, Fl 32798

Type of Operation: Solid Waste, Construction & Demolition Debris, Recycling Materials

This Certificate of Public Convenience and Necessity is valid from October 01, 2023 through September 30, 2024, unless earlier terminated as provided hereinabove, and applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

_____
Grant Maloy

Clerk to the Board of County Commissioners of Seminole County, Florida

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

_____
County Attorney

Board of County Commissioners
Seminole County, Florida

By: _____
Amy Lockhart, Chairman

Date: _____

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

Seminole County

Certificate of Public Convenience and Necessity

COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to possess a COPCN issued by the Board of County Commissioners. The COPCN is good through *October 01, 2023 to September 30, 2024.*

Please complete all application items enclosed and return with a check to cover the $100.00 application fee and $20.00 for each vehicle identified on the *Vehicle Identification List* form included. Make checks payable to Seminole County BCC-COPCN and mail to Elizabeth Montgomery, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Forms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Elizabeth Montgomery at 407-665-2257 or via email at emontgomery@seminolecountyfl.gov.

Date: 9/27/23

Company Name: Recycling Services of Florida
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: 6161 Jones Ave

City: Zellwood State: Fla Zip: 32798

Site Street Address: Same as above

City: State: Zip:

Contact Person: Tyler Ward Phone: 630·688·6882 FAX

Email Address: Tward@Recyclingit.com

Owner/Stockholders/5% or more: Tyler Ward

List Prior Companies & Forms of Business:

Person responsible for quarterly reports: Tyler Ward Phone: 630·688·6882

Email Address: Tward@recyclingit.com

Statement of Capability and Financial Responsibility

I certify that Recycling Services of Florida is capable of performing the service(s) applied for and is Financially Responsible.

Signature *Date* 9/27/23

Tyler J Ward
Print Name above

Seminole County

Certificate of Public Convenience and Necessity

TYPE OF OPERATION

Company Name: Recycling Services of Florida Inc.

What type of waste will you be collecting in unincorporated Seminole County?

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- [x] Furniture
- [ ] Garbage
- [ ] Rubbish
- [ ] Sludge

CONSTRUCTION & DEMOLITION DEBRIS:

- [x] Concrete, brick and fines
- [x] Wood
- [x] Land Clearing Debris
- [x] Asphalt
- [x] Drywall
- [x] Roofing Shingles

RECYCLABLE MATERIALS:

- [x] Newspaper
- [ ] Glass
- [x] Aluminum Cans
- [x] Plastic Bottles
- [x] Steel Cans
- [x] Other Plastics
- [ ] Ferrous Metals
- [ ] Non-Ferrous Metals
- [x] Corrugated Cardboard
- [x] Office Paper
- [ ] Food Waste
- [ ] Textiles
- [ ] Other *(specify)* _____

SPECIAL WASTE:

- [ ] Yard Trash
- [ ] White Goods
- [ ] Tires
- [ ] Other *(specify)* _____

HAZARDOUS WASTE:

- [ ] Biological Waste
- [ ] Biohazardous Waste
- [ ] Other *(specify)*

Does your company operate a waste management facility in unincorporated Seminole County? If yes, please complete information below.

FACILITY:

Address:

City: Zip:

- [ ] Equipment Parking, *and / or*
- [ ] Maintenance Yard - *only.*

RECYCLING FACILITY:

- [ ] C&D Processing
- [ ] Materials Recovery
- [ ] Yard Waste/Tree Debris
- [ ] Disposal Facility

Specify _____

Materials handled at facility *(list all)*:

Facility	*Materials*

Tons handled Annually *(per material, if applicable)*:

Item	*Tons per year*

Where do you deliver materials for disposal and / or processing?

NOTE:

** Include Copies Of All Pertinent Regulatory Agency Operation Permits. Attach additional pages as needed.*

Seminole County
Certificate of Public Convenience and Necessity

COMPLIANCE AGREEMENT

Company Name: Recycling Services of Florida

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

Officer of Corporation: _____ Date: 9/27/23
Signature

Print Name: Tyler J Ward
Officer of Corporation/Print Name

Notary: Kim McS _____ Date: 9/27/23
Signature

Print Name: Kim McSwain
Notary/Print Name

Commission Expires: _____

Notary Public State of Florida
Kimberly McSwain
My Commission
HH 209262
Exp.12/16/2025

Notary Stamp:

Seminole County

Certificate of Public Convenience and Necessity

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF Florida

COUNTY OF Orange

COMES NOW, Myl T Ward, being first duly sworn, who deposes and says:

(1) That he/she is the Operations Manager, an officer of Recycling Services of Fla. corporation existing under the laws of the State of Florida;

(2) That he/she is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

_____, Affiant

The following Affidavit was signed, acknowledged and sworn to by Myl T Ward

_____ before me this 27 day of September, 20 23

Kimcs

Notary Public, State of Florida (Signature)

Print Name (above)

Notary Public State of Florida
Kimberly McSwain
My Commission
HH 209262
Exp.12/16/2025

My commission expires: _____

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1090

Title:

Approve and authorize the Chairman to execute a grant agreement from the State of Florida Department of Environmental Protection in acceptance of $11,250,000 ($10,250,000 new grant funding and $1,000,000 existing State appropriation) for the Wekiva Septic to Sewer Conversion Phase I; and to execute a Resolution implementing Budget Amendment Request (BAR) #24-003 in the net amount of $13,500,000 through the Environmental Grant Fund and Water & Sewer fund to recognize the grant revenue, establish necessary interfund transfers, and move County match funds from reserves into the project. Countywide **(Timothy Jecks, Budget Director)** Requesting Department - Utilities

Division:

Resource Management - Grants Administration

Authorized By:

Timothy Jecks, Budget Director

Contact/Phone Number:

George Woodring, Financial Grant Administrator/407-665-7168

Background:

The State of Florida Department of Environmental Protection (FDEP) has awarded the County a grant for the Wekiva Septic to Sewer Conversion Phase I. Under the Florida Springs and Aquifer Protection Act, a portion of the southwest corner of Seminole County is located within Wekiva Basin Management Action Plan (BMAP) Priority Focus Area (PFA), one of the Outstanding Florida Springs where FDEP has mandated the upgrade or elimination of onsite sewage treatment and disposal systems (OSTDS) in order to the required nutrient reductions in Wekiwa Springs For this initial pilot project, the County will be connecting approximately 877 of the estimated 3,900 OSTDSs located in the Wekiwa PFA to centralized sewer.

The grant requires a County matching amount of $9,250,000 for this project. BAR #24 -003 will appropriate a grant budget in the amount of $10,250,000 and match the requirement of an additional $7,700,000 from the Water and Sewer Reserves. There

is $2,750,000 in the approved FY24 budget for this project.

Water & Sewer Capital Improvement Fund Reserves are currently budgeted at $4.1 million.

Water & Sewer Fund Reserves are currently budgeted at $31.5 million.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a grant agreement from the State of Florida Department of Environmental Protection in acceptance of $11,250,000 ($10,250,000 new grant funding and $1,000,000 existing State appropriation) for the Wekiva Septic to Sewer Conversion Phase I; and to execute a Resolution implementing Budget Amendment Request (BAR) #24-003 in the net amount of $13,500,000 through the Environmental Grant Fund and Water & Sewer fund to recognize the grant revenue, establish necessary interfund transfers, and move County match funds from reserves into the project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Wekiwa Septic to Sewer Conversion - Phase I**
   Agreement Number: **WG125**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

   Grantee Name: **Seminole County**
   Entity Type: **Local Government**
   Grantee Address: **1101 East First Street Sanford, Florida 32771**
   FEID: **59-6000856** (Grantee)

3. Agreement Begin Date: **Upon Execution**
   Date of Expiration: **December 31, 2027**

4. Project Number: *(If different from Agreement Number)*
   Project Location(s): **Lat/Long: (28.6587, -81.4441)**

   Project Description: **The Grantee will extend access to public sanitary infrastructure to areas of Seminole County currently served by onsite sewage treatment and disposal (OSTD/septic) systems.**

5. Total Amount of Funding: **$ 11,250,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**WWG, GAA LI 1671, FY 22-23, WPSPTF**	$ **10,250,000.00**
☒ State ☐Federal	**LP, GAA LI 1705A, FY 23-24, GR**	$ **1,000,000.00**
☒ Grantee Match		$ **9,250,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **20,500,000.00**

6. Department's Grant Manager
   Name: **Hope Garrie** or successor
   Address: **Florida Dept. of Environmental Protection**
   3900 Commonwealth Blvd.
   Tallahassee, FL 32399-3000
   Phone: **850-245-2893**
   Email: **Hope.Garrie@FloridaDEP.gov**

   Grantee's Grant Manager
   Name: **Eka Febrina** or successor
   Address: **500 W. Lake Mary BLVD**
   Sanford, FL 32773
   Phone: **407-665-2022**
   Email: **efebrina@seminolecountyfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit G: Declaration of Restrictive Covenant**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Seminole County **GRANTEE**

By _____

(*Authorized Signature*) Date Signed

Amy Lockhart, Chairman

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ATTEST:

_____

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

For the use and reliance
Seminole County only.

Approved as to form and
legal sufficiency.

_____

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____

Amy Lockhart, Chairman

Date:_____

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

DWRA Additional Signatures

_____

Hope Garrie, DEP Grant Manager

_____

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.
All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.
This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WG125

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Wekiva Septic to Sewer Conversion - Phase I. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☒	☒	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:

> "By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. WG125), summarized in the Memorandum of Grant, which is attached hereto as Exhibit G and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties

claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Leon County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Seminole County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer."

"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. WG125, the total funding amount paid by the State of Florida, the date of acquisition, and the Department's Grant Manager's name."

If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $10,250,000 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2022 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
   The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
   If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Wekiwa Septic to Sewer Conversion – Phase I

PROJECT LOCATION: The Project will be located at 1101 East First Street, Sanford, FL within Seminole County; Lat/Long (28.6587, -81.4441).

PROJECT BACKGROUND: Seminole County (Grantee) is located in Central Florida and extends into the Wekiwa Springs basin. Under the Florida Springs and Aquifer Protection Act, a portion of the southwest corner of Seminole County is located within Wekiwa Basin Management Action Plan (BMAP) Priority Focus Area (PFA), one of the Outstanding Florida Springs where Florida Department of Environmental Protection has determined that the upgrade or elimination of onsite sewage treatment and disposal systems (OSTDS) is necessary to achieve water quality objectives with respect to nutrients

For this initial project, the County proposed to connect the existing OSTDSs located in the Wekiwa PFA as depicted on the project site plan to centralized wastewater treatment systems. At the completion of this project, it is expected that there will be a reduction of total Nitrogen and Phosphorus of approx. 4,802 lbs/yr and 772 lbs/year respectively from Wekiwa BMAP.

PROJECT DESCRIPTION: The Grantee will extend access to public sanitary infrastructure to areas of Seminole County currently served by OSTDSs. There are approximately 877 properties targeted to be converted to the centralized wastewater treatment as part of this initial project

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design and permitting, topographic surveys, subsurface utility exploration, hydraulic modeling, and follow-up public meetings to provide design updates to the stakeholders and County's leadership and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a copy of the final survey, modeling data, and meeting minutes: 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a summary of preconstruction activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the septic to sewer conversion.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the project location. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by the Grantee.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

Task 4: Construction

Deliverables: The Grantee will construct Wekiwa Septic to Sewer Conversion - Phase I in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions, lift stations, any parcels connected to sewer, and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and for the final documentation, the Grantee will also submit: 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 5: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 876 single family residences and approximately one commercial buildings to a central sanitary sewer system for wastewater treatment by the City of Altamonte Springs facility and the Sunshine Water Services.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 6: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$750,000	$750,000	07/01/2022	03/31/2024
2	Bidding and Contractor Selection	Contractual Services	$50,000	$50,000	07/01/2022	06/30/2025
3	Land Acquisition	Land Acquisition	$200,000	$200,000	07/01/2022	04/30/2025
4	Construction	Contractual Services	$9,550,000	$7,550,000	07/01/2022	10/31/2026
5	Connection to Central Sewer	Contractual Services	$600,000	$600,000	07/01/2022	06/30/2027
6	Project Management	Contractual Services	$100,000	$100,000	07/01/2022	06/30/2027
		Total:	$11,250,000	$9,250,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Surface Water Restoration and Wastewater Projects	$10,250,000.00	149950
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Surface Water Restoration and Wastewater Projects	$1,000,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$11,250,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	WG125
Project Title:	Wekiwa Priority Focus Area (PFA) Basin Management Action Plan (BMAP) Septic to Sewer Conversion - Phase I
Grantee Name:	Seminole County
Grantee's Grant Manager:	
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 5: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 6: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____%

SLFRF Infrastructure Projects
For infrastructure projects, the Grantee shall provide the following project information:

Construction start date (month/year): _____ Projected ☐ or Actual ☐

Initiation of operation date (month/year): _____ Projected ☐ or Actual ☐

Project Location details:

Overall Project Completion (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____
Signature of Grantee's Grant Manager (Original Ink) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DECLARATION OF RESTRICTIVE COVENANT
AGREEMENT NO. WG125

EXHIBIT G

This Grant Agreement was executed on _____(date), by and between the Florida Department of Environmental Protection and Seminole County (Grantee), for in pertinent part, land acquisition in Seminole County, Florida, for the purpose of constructing public sanitary infrastructure to areas of Seminole County currently served by onsite sewage treatment and disposal (OSTD/septic) systems. A copy of the Grant Agreement can be viewed at: https://facts.fldfs.com/ under "Agency Assigned Contract ID" search tab, or a copy may be obtained by contacting the Clerk of the Department in the Office of General Counsel at 3900 Commonwealth Blvd., Mail Station 35, Tallahassee Florida 32399. The Grant Agreement and the required Conservation Easement/Restrictive Covenant implement the connection of 877 properties under Chapter 403 of the Florida Statutes and constitute an exception to marketability under Section 712.03 of the Florida Statutes.

This property was acquired with funds provided by the Department of Environmental Protection and will be managed in accordance with the applicable federal and State laws. This property may not be disposed of in any manner without the prior written approval of the Florida Department of Environmental Protection. This property must be used for the construction of a lift station or access rights through ingress/egress easements as its primary purpose. The property may not be used for any purposes other than the primary purpose described above, without the prior written approval of the Florida Department of Environmental Protection. If any provision, in whole or in part, of this deed restriction should be found to be invalid or unenforceable, it shall not affect the validity of any other provisions within this section which shall continue to bind the parties. These deed restrictions on disposal of the property and the use of the property are perpetual.

2023-R-

BUDGET AMENDMENT REQUEST

BAR# 24-003

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: ENVIRONMENTAL SERVICES - UTILITIES

Fund(s): 11940 ENV SVCS GRANTS / 40108 WATER & SEWER CIP

RM Recommendation	
G Woodring	10/25/2023
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:

To appropriate budget for the FLDEP Septic to Sewer-Wekiva grant award of $10,250,000 and grant match amount of $7,500,000; to transfer reserves of $4,000,000 from Water & Sewer Capital Improvement Fund and $3,500,000 from the Water & Sewer Fund.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11940	02408036	331391		Other Physical Env Fed Grants		3919999902	10,250,000.00
Revenue	40108	40108	381100	40100	TRANSFER IN		9109999923	3,500,000.00
							Total Sources	**13,750,000.00**
Expenditure	40108	02308025	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	(1,500,000.00)
Expenditure	11940	02408034	560650	00001	CONSTRUCTION IN PROGRESS		6500103002	(1,000,000.00)
Expenditure	11940	02408034	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	1,000,000.00
Expenditure	40108	02308030	530310		PROFESSIONAL SERVICES		3104010801	500,000.00
Expenditure	40108	02308030	530310		PROFESSIONAL SERVICES		3104010802	50,000.00
Expenditure	40108	02308030	560610	00001	LAND		610999901	200,000.00
Expenditure	40108	02308030	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	7,550,000.00
Expenditure	40108	02308030	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	600,000.00
Expenditure	40108	02308030	560651	00001	PROJECT MANAGEMENT		6514010801	100,000.00
Expenditure	11940	02408036	530310		PROFESSIONAL SERVICES		3104010801	750,000.00
Expenditure	11940	02408036	530310		PROFESSIONAL SERVICES		3104010802	50,000.00
Expenditure	11940	02408036	560610	00001	LAND		610999901	200,000.00
Expenditure	11940	02408036	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	8,550,000.00
Expenditure	11940	02408036	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	600,000.00
Expenditure	11940	02408036	560651	00001	PROJECT MANAGEMENT		6514010801	100,000.00
Expenditure	40100	014188	590910	40108	TRANSFER OUT		9109999923	3,500,000.00
							Expenditure Sub-Total	21,250,000.00
Reserve	40108	999928	599994		RESERVE FOR CAPITAL		9949999901	(4,000,000.00)
Reserve	40100	999903	599998		RESERVE FOR CONTINGENCIES		9989999901	(3,500,000.00)
							Reserve Sub-Total	(7,500,000.00)
							Total Uses	**13,750,000.00**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2023-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Amy Lockhart, Chairman

Date:_____ Date:_____

Entered by the Office of Management and Budget _____ Date:_____

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

BAR # 24-003 COST TABLE

BUDGET DETAILS	02308025 COLLECTIONS IMP SEPTIC TO SEWER	02308030 SEPTIC TO SEWER WEKIVA MATCH	02408034 SEPTIC TO SEWER WEKIVA APPROP	02408036 SEPTIC TO SEWER WEKIVA GRANT	TOTAL
FY23 CURRENT BUDGET	250,000	-	-	-	250,000
FY23 CURRENT EXPENSES/REIMB	241,893	-	-	-	241,893
FY23 YEAR END BTR	(250,000)	250,000	-	-	-
ADMIN CHANGE ORDER ADJUSTMENTS	(241,893)	241,893	-	-	-
AVAILABLE FUNDING	-	8,106.90	-	-	8,106.90
FY23 ELIGIBLE CARRYFORWARD BUDGET	-	250,000	-	-	250,000
FY24 ADOPTED BUDGET	1,500,000	-	-	1,000,000	2,500,000
FY24 BAR 24-003	(1,500,000)	9,000,000	10,250,000	-	17,750,000
AMENDED FY24 AVAILABLE	-	9,250,000	10,250,000	1,000,000	20,500,000

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1110

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-053 in the amount of $23,628,220.45 through the 11937 ARPA Special Revenue Fund; 00112 Special Project Fund; and 00100 General Fund appropriating projects under the Seminole County Recovery Plan as general government services where applicable. Countywide **(Timothy Jecks, Budget Director)**

Division:

Resource Management - Grants Administration

Authorized By:

Timothy Jecks, Budget Director

Contact/Phone Number:

George Woodring, Financial Grant Administrator/407-665-7168

Background:

In August 2021, the Board approved the American Rescue Plan Act (ARPA) Seminole County Recovery Plan and was awarded $91,646,669. The Recovery Plan specified projects such as Individual and Business Assistance with a hosted portal, Assistance to Nonprofit Organizations and Hotels, Community Paramedicine, Community Recreations and Facilities and Behavioral Health Initiatives in partnership with the Sheriff and municipalities for recovery from the effects of the COVID-19 pandemic.

In the first-year reports to Treasury, the calculation of revenue loss due to the pandemic in year two exceeded the allocated funding allowing Seminole County to report expenditures for general government services where applicable. To accommodate accounting and reporting requirements of the grant, it is necessary to move some appropriations from the 11937 ARPA Special Revenue Fund to the General Fund and sub-fund 00112 Special Project Fund. There are no changes to the Seminole County Recovery Plan as approved by the Board.

This budget amendment streamlines reporting for annual financial statements and to

Treasury for the expenditure of funds. It will also assist to fully obligate the ARPA funding and mitigate claw-back.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-053 in the amount of $23,628,220.45 through the 11937 ARPA Special Revenue Fund; 00112 Special Project Fund; and 00100 General Fund appropriating projects under the Seminole County Recovery Plan as general government services where applicable.

ARPA PROGRAM BUDGETS

SOURCE-USE	BCC COMMITMENT	CITY REVENUES	NET ARPA AMOUNT
SOURCE			
ARPA REVENUE	(91,646,669)		(91,646,669)
CITY REVENUE			
ALTAMONTE REVENUE		(1,196,111)	(1,196,111)
CASSELBERRY REVENUE		(407,807)	(407,807)
LONGWOOD REVENUE		(347,403)	(347,403)
OVIEDO REVENUE		(934,534)	(934,534)
SANFORD REVENUE		(578,998)	(578,998)
WINTER SPRINGS REVENUE		(7,900)	(7,900)
CITY REVENUE Total		**(3,472,753)**	**(3,472,753)**
ARPA REVENUE Total	**(91,646,669)**	**(3,472,753)**	**(95,119,422)**
USE			
ASSISTANCE PROGRAMS			
HOTEL ASSISTANCE	136,838		136,838
INDIVIDUAL ASSISTANCE	672,140		672,140
NON PROFITS	500,358		500,358
ASSISTANCE PROGRAMS Total	**1,309,335**		**1,309,335**
ATTAINABLE HOUSING	2,000,000		2,000,000
BROADBAND			
BROADBAND STUDY	169,465		169,465
BROADBAND INFRASTRUCTURE	4,500,000		4,500,000
BROADBAND Total	**4,669,465**		**4,669,465**
COMMUNITY FACILITIES	3,000,000		3,000,000
COMMUNITY HEALTH			
COMMUNITY HEALTH	800,000		800,000
RECOVERY CONNECTIONS	750,000		750,000
COMMUNITY HEALTH Total	**1,550,000**		**1,550,000**
COMMUNITY PARAMEDICINE			
2 MOBILE UNIT VEHICLES	111,019		111,019
OT PARAMEDICINE	250,000		250,000
PARAMEDICINE SUPPLIES	23,289		23,289
COMMUNITY PARAMEDICINE Total	**384,308**		**384,308**

ARPA PROGRAM BUDGETS

SOURCE-USE	BCC COMMITMENT	CITY REVENUES	NET ARPA AMOUNT
COMMUNITY RECREATION			
BOOKERTOWN PARK	54,500		54,500
JAMESTOWN PARK	2,500		2,500
LAKE DOT PARK	58,608		58,608
LAKE MILLS PARK	72,312		72,312
MIDWAY PARK	548,723		548,723
MIDWAY TRAIL	1,000,000		1,000,000
SUNLAND PARK	228,500		228,500
WAYSIDE BOAT RAMP	818,614		818,614
WINWOOD PARK	52,500		52,500
COMMUNITY RECREATION Total	**2,836,257**		**2,836,257**
ERNST & YOUNG	2,189,048		2,189,048
HOMELESSNESS DIVERSION			
CHRISTIAN SHARING NETWORK	88,000		88,000
HOMELESS SERVICE NETWORK	92,000		92,000
LIFEBOAT	187,500		187,500
RECOVERY HOUSE	182,090		182,090
RESCUE OUTREACH MISSION (ROM)	2,850,000		2,850,000
STEP UP SECOND	250,000		250,000
HOMELESSNESS DIVERSION Total	**3,649,590**		**3,649,590**
MIDWAY STORMWATER PROJECT	10,000,000		10,000,000
SEMINOLE STATE COLLEGE			
SSC - BUSINESS DEVELOPMENT	350,000		350,000
SSC - WORKFORCE TRAINING	1,000,000		1,000,000
SEMINOLE STATE COLLEGE Total	**1,350,000**		**1,350,000**
SHERIFF BEHAVIORAL HEALTH INITIATIVES	9,000,000		9,000,000
TECHNOLOGY IMPROVEMENTS			
HELP DESK	380,364		380,364
ORG CONSULTANT	119,636		119,636
TRAINING MATERIALS	150,000		150,000
TECHNOLOGY IMPROVEMENTS Total	**650,000**		**650,000**
WEBSITE			
WEBSITE CONSULTANTS	450,000		450,000
WEBSITE IMPROVEMENTS	900,000		900,000
WEBSITE Total	**1,350,000**		**1,350,000**
REVENUE REPLACEMENT	47,708,666	3,472,753	51,181,418
ARPA PROJECTS Total	**91,646,669**	**3,472,753**	**95,119,422**
Grand Total	**(0)**	**(0)**	**(0)**

FY24 ARPA BAR SUMMARY

(REVENUES ARE REPORTED AS NEGATIVE FIGURES)	FY22 ACTUALS	CURRENT BUDGET	BAR AMOUNT	AMENDED BUDGET	FY24 BUDGET	TOTAL ALL YEARS
Revenue						
ARPA REVENUE	(24,452,964)	(67,193,705)	**13,833,334**	(53,360,371)	(13,833,334)	(91,646,669)
CITY REVENUE	(987,218)	(2,361,303)	**(124,232)**	(2,485,535)		(3,472,753)
INTEREST REVENUE	192,164	-	**(192,164)**	(192,164)		-
TRANSFER FOR GENERAL GOVT S\	-		**(37,145,158)**	(37,145,158)	-	(37,145,158)
REVENUE REPLACEMENT TRANSF	(13,833,333)	(13,833,333)	**-**	(13,833,333)	(13,833,334)	(41,500,000)
Revenue Total	**(39,081,351)**	**(88,399,521)**	**(23,628,220)**	**(112,027,741)**	**(27,666,668)**	**(178,775,760)**
Expenditure						
ASSISTANCE PROGRAMS	1,238,273	259,558	**(188,495)**	71,062		1,309,335
ATTAINABLE HOUSING	-	2,000,000	**-**	2,000,000		2,000,000
BROADBAND	169,465	4,361,070	**138,930**	4,500,000		4,669,465
COMMUNITY FACILITIES	2,226	2,997,774	**-**	2,997,774		3,000,000
COMMUNITY HEALTH	48,090	1,501,910	**(0)**	1,501,910		1,550,000
PARAMEDICINE	134,308	315,692	**(65,692)**	250,000		384,308
COMMUNITY RECREATION	245,285	2,590,972	**-**	2,590,972		2,836,257
ERNST & YOUNG	2,189,048		**-**	-		2,189,048
HOMELESSNESS DIVERSION	729,414	2,920,587	**(411)**	2,920,176		3,649,590
MIDWAY STORMWATER PROJECT	3,491,037	6,508,963	**-**	6,508,963		10,000,000
SSC - BUSINESS DEVELOPMENT		350,000	**-**	350,000		350,000
SSC - WORKFORCE TRAINING	-	1,000,000	**-**	1,000,000		1,000,000
SHERIFF BEHAVIORAL HEALTH INI	3,000,000	6,000,000	**-**	6,000,000		9,000,000
TECHNOLOGY IMPROVEMENTS	167,538	482,462	**0**	482,462		650,000
WEBSITE		1,350,000	**-**	1,350,000		1,350,000
REVENUE REPLACEMENT 11937	13,833,333	13,833,333	**-**	13,833,333	13,833,334	41,500,000
GENERAL GOVERNMENT SERVICE	-	25,295,034	**24,270,551**	49,565,584		49,565,584
REVENUE REPLACEMENT 00112	13,833,333	13,833,333	**-**	13,833,333	13,833,334	41,500,000
CITY ACCOUNTING ADJUSTMENT		526,662	**(526,662)**	(0)		(0)
Expenditure Total	**39,081,351**	**88,399,521**	**23,628,220**	**112,027,741**	**27,666,668**	**178,775,760**
Grand Total	**0**	**0**	**0**	**0**	**-**	**(0)**

ARPA PROGRAM BUDGETS BY FUND

PROJECTS	FY22 ACTUALS	CURRENT BUDGET	BAR AMOUNT	AMENDED BUDGET	FY24 BUDGET	TOTAL ALL YEARS
ARPA SPECIAL REVENUE FUND						
ARPA REVENUE	**(24,452,964)**	**(67,193,705)**	**13,833,334**	**(53,360,371)**	**(13,833,334)**	**(91,646,669)**
CITY REVENUE						
ALTAMONTE	(363,317)	(832,795)	1	(832,794)		(1,196,111)
CASSELBERRY	(135,936)	(271,871)	0	(271,871)		(407,807)
LONGWOOD	(89,083)	(233,801)	(24,519)	(258,320)		(347,403)
OVIEDO	(239,639)	(628,937)	(65,958)	(694,895)		(934,534)
SANFORD	(151,344)	(385,999)	(41,656)	(427,654)		(578,998)
WINTER SPRINGS	(7,900)	(7,900)	7,900	-		(7,900)
CITY REVENUE Total	**(987,218)**	**(2,361,303)**	**(124,232)**	**(2,485,535)**		**(3,472,753)**
INTEREST REVENUE	**192,164**	**-**	**(192,164)**	**(192,164)**		**-**
ASSISTANCE PROGRAMS						
INDIVIDUAL ASSISTANCE	672,140	188,495	(188,495)	-		672,140
HOTEL ASSISTANCE	136,838		-	-		136,838
NON PROFITS	429,296	71,062	-	71,062		500,358
ASSISTANCE PROGRAMS Total	**1,238,273**	**259,558**	**(188,495)**	**71,062**		**1,309,335**
ATTAINABLE HOUSING	**-**	**2,000,000**	**(2,000,000)**	**-**		**-**
BROADBAND						
BROADBAND STUDY	169,465	-	-	-		169,465
BROADBAND INFRASTRUCTURE		4,361,070	(4,361,070)	-		-
BROADBAND Total	**169,465**	**4,361,070**	**(4,361,070)**	**-**		**169,465**
COMMUNITY FACILITIES	**2,226**	**2,997,774**	**(2,997,774)**	**-**		**2,226**
COMMUNITY HEALTH						
COMMUNITY HEALTH	48,090	1,126,910	(1,126,910)	0		48,090
RECOVERY CONNECTIONS		375,000	375,000	750,000		750,000
COMMUNITY HEALTH Total	**48,090**	**1,501,910**	**(751,910)**	**750,000**		**798,090**
COMMUNITY PARAMEDICINE						
2 MOBILE UNIT VEHICLES	111,019		-	-		111,019
OT PARAMEDICINE		315,692	(315,692)	-		-
PARAMEDICINE SUPPLIES	23,289	-	-	-		23,289
COMMUNITY PARAMEDICINE Total	**134,308**	**315,692**	**(315,692)**	**-**		**134,308**

ARPA PROGRAM BUDGETS BY FUND

PROJECTS	FY22 ACTUALS	CURRENT BUDGET	BAR AMOUNT	AMENDED BUDGET	FY24 BUDGET	TOTAL ALL YEARS
COMMUNITY RECREATION						
BOOKERTOWN PARK	50,626	3,874	(3,874)	-		50,626
JAMESTOWN PARK	-	2,500	(2,500)	-		-
LAKE DOT PARK	5,108	53,500	(53,500)	-		5,108
LAKE MILLS PARK	9,312	63,000	(63,000)	-		9,312
MIDWAY PARK	1,223	547,500	(547,500)	-		1,223
MIDWAY TRAIL	-	1,000,000	(1,000,000)	-		-
SUNLAND PARK	179,016	49,484	(49,484)	-		179,016
WAYSIDE BOAT RAMP	-	818,614	(818,614)	-		-
WINWOOD PARK	-	52,500	(52,500)	-		-
COMMUNITY RECREATION Total	**245,285**	**2,590,972**	**(2,590,972)**	**-**		**245,285**
ERNST & YOUNG	**2,189,048**		**-**	**-**		**2,189,048**
HOMELESSNESS DIVERSION						
RESCUE OUTREACH MISSION (ROM)	557,042	2,292,959	(2,292,959)	-		557,042
CHRISTIAN SHARING NETWORK		-	88,000	88,000		88,000
HOMELESS SERVICE NETWORK		57,000	35,000	92,000		92,000
LIFEBOAT	39,872	147,628	-	147,628		187,500
RECOVERY HOUSE	132,500	49,590	-	49,590		182,090
STEP UP SECOND	-	373,410	(123,410)	250,000		250,000
HOMELESSNESS DIVERSION Total	**729,414**	**2,920,587**	**(2,293,369)**	**627,218**		**1,356,632**
MIDWAY STORMWATER PRO	**3,491,037**	**6,508,963**	**(6,508,963)**	**-**		**3,491,037**
SHERIFF BEHAVIORAL HEALTH	**3,000,000**	**6,000,000**	**(6,000,000)**	**-**		**3,000,000**
SSC - BUSINESS DEVELOPMENT		**350,000**	**(350,000)**	**-**		**-**
SSC - WORKFORCE TRAINING						
SSC - WORKFORCE TRAINING	-	1,000,000	(900,000)	100,000		100,000
SSC - WORKFORCE TRAINING Total	**-**	**1,000,000**	**(900,000)**	**100,000**		**100,000**
TECHNOLOGY IMPROVEMENT	**167,538**	**482,462**	**(482,462)**	**(0)**		**167,538**
WEBSITE		**1,350,000**	**(1,350,000)**	**-**		**-**
GENERAL GOVERNMENT SERV	**-**	**22,556,026**	**18,100,431**	**40,656,457**		**40,656,457**
CITY ACCOUNTING ADJUSTMENT		**526,662**	**(526,662)**	**(0)**		**(0)**
REVENUE REPLACEMENT 11937						
TRANSFER 11937 TO 00112	13,833,333	13,833,333	-	13,833,333	13,833,334	41,500,000
REVENUE REPLACEMENT 11937 Total	**13,833,333**	**13,833,333**	**-**	**13,833,333**	**13,833,334**	**41,500,000**

ARPA PROGRAM BUDGETS BY FUND

PROJECTS	FY22 ACTUALS	CURRENT BUDGET	BAR AMOUNT	AMENDED BUDGET	FY24 BUDGET	TOTAL ALL YEARS
GENERAL FUNDS						
TRANSFER FOR GENERAL GOVT SVCS						
CONTINGENCY			(154,567)	(154,567)		(154,567)
TRANSFER 11937 TO 00112	-		(36,990,591)	(36,990,591)	-	(36,990,591)
TRANSFER FOR GENERAL GOVT SVCS Tota	**-**		**(37,145,158)**	**(37,145,158)**	**-**	**(37,145,158)**
REVENUE REPLACEMENT TRANSFER						
TRANSFER 11937 TO 00112	(13,833,333)	(13,833,333)	-	(13,833,333)	(13,833,334)	(41,500,000)
REVENUE REPLACEMENT TRANSFER Total	**(13,833,333)**	**(13,833,333)**	**-**	**(13,833,333)**	**(13,833,334)**	**(41,500,000)**
ASSISTANCE PROGRAMS						
INDIVIDUAL ASSISTANCE			-	-		-
ASSISTANCE PROGRAMS Total			**-**	**-**		**-**
ATTAINABLE HOUSING			**2,000,000**	**2,000,000**		**2,000,000**
BROADBAND						
BROADBAND INFRASTRUCTURE			4,500,000	4,500,000		4,500,000
BROADBAND Total			**4,500,000**	**4,500,000**		**4,500,000**
COMMUNITY FACILITIES			**2,997,774**	**2,997,774**		**2,997,774**
COMMUNITY HEALTH						
COMMUNITY HEALTH			751,910	751,910		751,910
RECOVERY CONNECTIONS			-	-		-
COMMUNITY HEALTH Total			**751,910**	**751,910**		**751,910**
COMMUNITY PARAMEDICINE						
OT PARAMEDICINE			250,000	250,000		250,000
COMMUNITY PARAMEDICINE Total			**250,000**	**250,000**		**250,000**
COMMUNITY RECREATION						
BOOKERTOWN PARK			3,874	3,874		3,874
JAMESTOWN PARK			2,500	2,500		2,500
LAKE DOT PARK			53,500	53,500		53,500
LAKE MILLS PARK			63,000	63,000		63,000
MIDWAY PARK			547,500	547,500		547,500
MIDWAY TRAIL			1,000,000	1,000,000		1,000,000
SUNLAND PARK			49,484	49,484		49,484
WAYSIDE BOAT RAMP			818,614	818,614		818,614
WINWOOD PARK			52,500	52,500		52,500
COMMUNITY RECREATION Total			**2,590,972**	**2,590,972**		**2,590,972**

ARPA PROGRAM BUDGETS BY FUND

PROJECTS	FY22 ACTUALS	CURRENT BUDGET	BAR AMOUNT	AMENDED BUDGET	FY24 BUDGET	TOTAL ALL YEARS
HOMELESSNESS DIVERSION						
RESCUE OUTREACH MISSION (ROM)			2,292,958	2,292,958		2,292,958
HOMELESSNESS DIVERSION Total			**2,292,958**	**2,292,958**		**2,292,958**
MIDWAY STORMWATER PROJECT			**6,508,963**	**6,508,963**		**6,508,963**
SHERIFF BEHAVIORAL HEALTH INITIATIVES			**6,000,000**	**6,000,000**		**6,000,000**
SSC - BUSINESS DEVELOPMENT			**350,000**	**350,000**		**350,000**
SSC - WORKFORCE TRAINING TECHNOLOGY IMPROVEMENTS			**482,462**	**482,462**		**482,462**
WEBSITE			**1,350,000**	**1,350,000**		**1,350,000**
GENERAL GOVERNMENT SERVICES		**2,739,007**	**6,170,120**	**8,909,127**		**8,909,127**
BUDGET STABALIZATION 00112						
BUDGET STABALIZATION	13,833,333	13,833,333	-	13,833,333	13,833,334	41,500,000
BUDGET STABALIZATION 00112 Total	**13,833,333**	**13,833,333**	**-**	**13,833,333**	**13,833,334**	**41,500,000**
Grand Total			**(0)**			

2023-R-

BUDGET AMENDMENT REQUEST

BAR# 23-053

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Resource Management

Fund(s): ARPA Fund, General Fund, Major Project Fund

RM Recommendation	
G Woodring	10/24/2023
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:

To reclass ARPAbiudget from 11937 to 00112 Major Project Fund

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	**23,628,220.45**
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	23,628,220.45
Reserve								
Reserve								
							Reserve Sub-Total	-
							Total Uses	**23,628,220.45**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2023-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: _____

Grant Maloy, Clerk to the Board of County Commissioners

Date:_____

By: _____

Amy Lockhart, Chairman

Date:_____

Entered by the Office of Management and Budget _____ Date:_____

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

2023-R-

BUDGET AMENDMENT REQUEST

BAR# 23-053

Continued

Type	Fund	Business Unit	ject Accou	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11937	02118007	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(242,225.23)
Revenue	11937	02118008	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(6,000,000.00)
Revenue	11937	02118009	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(315,692.11)
Revenue	11937	02118010	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(6,508,962.98)
Revenue	11937	02118011	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			18,908,266.75
Revenue	11937	02118012	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(2,293,368.05)
Revenue	11937	02118013	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(1,832,461.66)
Revenue	11937	02118014	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(4,353,170.00)
Revenue	11937	02118016	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(2,000,000.00)
Revenue	11937	02118019	366100		CONTRIBUTIONS & DONATIONS		3400103002	(208,665.96)
Revenue	11937	02118019	366100		CONTRIBUTIONS & DONATIONS		8210103005	(18,529.54)
Revenue	11937	02118020	366100		CONTRIBUTIONS & DONATIONS		3400103002	(49,038.37)
Revenue	11937	02118020	366100		CONTRIBUTIONS & DONATIONS		8210103005	(6,531.91)
Revenue	11937	02118022	366100		CONTRIBUTIONS & DONATIONS		3400103002	(131,916.09)
Revenue	11937	02118022	366100		CONTRIBUTIONS & DONATIONS		8210103005	(17,571.22)
Revenue	11937	02118023	366100		CONTRIBUTIONS & DONATIONS		3400103002	(83,311.45)
Revenue	11937	02118023	366100		CONTRIBUTIONS & DONATIONS		8210103005	(11,097.09)
Revenue	11937	02118024	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(1,356,974.82)
Revenue	11937	02118025	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(2,590,971.90)
Revenue	11937	02118026	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(2,997,774.00)
Revenue	11937	02118028	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(350,000.00)
Revenue	11937	02118029	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(900,000.00)
Revenue	11937	02118030	331905		FEDERAL AMERICAN RESCUE PLAN (ARPA)			(1,000,000.00)
Revenue	00112	00112	381100	11937	TRANSFER IN		9109999955	36,990,591.25
Revenue	11937	02118024	331919		ARPA - ALTAMONTE SPRING			208,665.96
Revenue	11937	02118024	331920		ARPA - LONGWOOD			73,557.56
Revenue	11937	02118024	331922		ARPA - OVIEDO			197,874.13
Revenue	11937	02118024	331923		ARPA - SANFORD			124,967.17
Revenue	11937	02118014	331931		ARPA - WINTER SPRINGS			(7,900.00)
Revenue	11937	02118007	331919		ARPA - ALTAMONTE SPRING			18,529.54
Revenue	11937	02118007	331920		ARPA - LONGWOOD			6,531.92
Revenue	11937	02118007	331922		ARPA - OVIEDO			17,571.22
Revenue	11937	02118007	331923		ARPA - SANFORD			11,097.08
Revenue	00100	00100	381100	00112	TRANSFER IN		109999905	154,567.05
Revenue	11937	02118012	331919		ARPA - ALTAMONTE SPRING			(0.96)
Revenue	11937	02118012	331920		ARPA - LONGWOOD			0.01
Revenue	11937	02118008	331919		ARPA - ALTAMONTE SPRING			0.02
Revenue	11937	02118008	331921		ARPA - CASSELBERRY			(0.01)
Revenue	11937	02118008	331920		ARPA - LONGWOOD			(0.01)
Revenue	11937	02118011	361100		INTEREST ON INVESTMENTS		3611000001	192,164.15
Revenue								
Revenue								

Total Sources 23,628,220.45

Expenditure	11937	02118007	580833		Other Grants & Aids/Individual		8210103009	(188,495.47)
Expenditure	00112	02118017	580833		Other Grants & Aids/Individual		8210103009	-
Expenditure	11937	02118008	580811		AID TO GOVT AGENCIES		3400103001	(6,000,000.00)
Expenditure	00100	02318007	580811		AID TO GOVT AGENCIES		3400103001	6,000,000.00
Expenditure	11937	02118009	530490		OTHER CHARGES/OBLIGATIONS		3400103001	26,399.07
Expenditure	11937	02118009	530490		OTHER CHARGES/OBLIGATIONS		4900103029	(244,956.00)
Expenditure	11937	02118009	530510		OFFICE SUPPLIES		3400103001	(500.00)
Expenditure	11937	02118009	530520		OPERATING SUPPLIES		3400103001	(2,500.00)
Expenditure	11937	02118009	560642	00001	EQUIPMENT >$4999		4900103004	1,889.82

2023-R- **BUDGET AMENDMENT REQUEST** **BAR# 23-053**

Continued

Type	Fund	Business Unit	ject Accou	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11937	02118009	560642	00001	EQUIPMENT >$4999		4900103008	(61,000.00)
Expenditure	11937	02118009	560642	00001	EQUIPMENT >$4999		4900103010	(35,025.00)
Expenditure	00112	02318013	530496		County Labor Grant		1049999904	250,000.00
Expenditure	11937	02118010	560650	00001	Construction in Progress		6500103002	(6,508,962.98)
Expenditure	00112	02318005	560650	00001	Construction in Progress		6500103002	6,508,962.98
Expenditure	11937	02118011	530490		Other Charges/Obligations		4900103006	(17,387,160.35)
Expenditure	00112	02118017	530490		Other Charges/Obligations		4900103006	
Expenditure	11937	02118012	580821		AID TO PRIVATE ORG-ROM		8219999917	35,000.00
Expenditure	11937	02118012	580821		AID TO PRIVATE ORG-ROM		8210662002	88,000.00
Expenditure	11937	02118012	580821		AID TO PRIVATE ORG-ROM		8210103007	(123,410.00)
Expenditure	11937	02118012	580821		AID TO PRIVATE ORG-ROM		8210103006	(2,292,959.00)
Expenditure	00100	02318010	580821		AID TO PRIVATE ORG-ROM		8210103006	2,292,958.05
Expenditure	11937	02118013	530310		Professional Services		4900103021	(30,364.00)
Expenditure	00112	02318009	530550		TRAINING		4900103022	150,000.00
Expenditure	00112	02318009	530340		Other Services		3400103053	30,364.00
Expenditure	11937	02118013	530310		Professional Services		4900103023	(450,000.00)
Expenditure	00112	02318009	530310		Professional Services		4900103023	450,000.00
Expenditure	11937	02118013	530340		Other Services		3400103053	(252,097.66)
Expenditure	00112	02318009	530340		Other Services		3400103053	302,097.66
Expenditure	11937	02118013	530490		Other Charges/Obligations		4900103020	(50,000.00)
Expenditure	00112	02318009	530490		Other Charges/Obligations		4900103020	-
Expenditure	11937	02118013	530522		Operating Supplies-Technology		6460103052	(750,000.00)
Expenditure	00112	02318009	530522		Operating Supplies-Technology		6460103052	750,000.00
Expenditure	11937	02118013	530550		Training		4900103022	(150,000.00)
Expenditure	00112	02318009	530550		Training		4900103022	-
Expenditure	11937	02118013	560646	00001	Capital Software >$4999		6460103052	(150,000.00)
Expenditure	00112	02318009	560646	00001	Capital Software >$4999		6460103052	150,000.00
Expenditure	11937	02118014	560650	00001	Construction in Progress		6460103051	(4,361,070.00)
Expenditure	00112	02318008	560650	00001	Construction in Progress		6460103051	4,500,000.00
Expenditure	11937	02118016	580821		Aid to Private Organizations		8210103008	(2,000,000.00)
Expenditure	00112	02318012	580821		Aid to Private Organizations		8210103008	2,000,000.00
Expenditure	11937	02118024	530400		Travel and Per Diem		3400103001	(2,113.00)
Expenditure	00112	02318011	530400		Travel and Per Diem		3400103001	
Expenditure	11937	02118024	530400		Travel and Per Diem		3400103002	(2,112.00)
Expenditure	11937	02118024	530340		OTHER SERVICES		3400103004	(73,084.07)
Expenditure	00112	02318011	530400		Travel and Per Diem		3400103002	
Expenditure	11937	02118024	530496		County Grant Labor		1049999904	(150,000.00)
Expenditure	00112	02318011	530496		County Grant Labor		1049999904	150,000.00
Expenditure	11937	02118024	530510		Office Supplies		3400103002	(500.00)
Expenditure	00112	02318011	530510		Office Supplies		3400103002	
Expenditure	11937	02118024	530520		OPERATING SUPPLIES		5200103001	(22,500.00)
Expenditure	00112	02318011	530520		OPERATING SUPPLIES		5200103001	474,428.75
Expenditure	11937	02118024	560642	00001	Equipment >$4999		3400103001	(27,481.25)
Expenditure	00112	02318011	560642	00001	Equipment >$4999		3400103001	27,481.25
Expenditure	11937	02118024	580821		Aid to Private Organization		8210103011	375,000.00
Expenditure	00112	02318011	580821		Aid to Private Organization		8210103011	-
Expenditure	11937	02118024	580821		AID TO PRIVATE ORGANIZATIONS		8210103010	(849,119.68)
Expenditure	00112	02318011	580821		Aid to Private Organization		8210103011	100,000.00
Expenditure	11937	02118025	560630	00001	Improvements Oth Than Bld		6300103001	(818,614.16)
Expenditure	00112	02318006	560630	00001	Improvements Oth Than Bld		6300103001	818,614.16
Expenditure	11937	02118025	560630	00001	Improvements Oth Than Bld		6500103005	(1,000,000.00)
Expenditure	00112	02318006	560630	00001	Improvements Oth Than Bld		6500103005	1,000,000.00
Expenditure	11937	02118025	560630	00001	Improvements Oth Than Bld		6500103006	(3,874.00)
Expenditure	00112	02318006	560630	00001	Improvements Oth Than Bld		6500103006	3,874.00
Expenditure	11937	02118025	560630	00001	Improvements Oth Than Bld		6500103007	(2,500.00)
Expenditure	00112	02318006	560630	00001	Improvements Oth Than Bld		6500103007	2,500.00

2023-R-

BUDGET AMENDMENT REQUEST

BAR# 23-053

Continued

Type	Fund	Business Unit	ject Acco	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	11937	02118025	560630	00001	Improvements Oth Than Bld		6500103008	(53,500.00)
Expenditure	00112	02318006	560630	00001	Improvements Oth Than Bld		6500103008	53,500.00
Expenditure	11937	02118025	560630	00001	Improvements Oth Than Bld		6500103009	(547,500.00)
Expenditure	00112	02318006	560630	00001	Improvements Oth Than Bld		6500103009	547,500.00
Expenditure	11937	02118025	560630	00001	Improvements Oth Than Bld		6500103010	(49,483.74)
Expenditure	00112	02318006	560630	00001	Improvements Oth Than Bld		6500103010	49,483.74
Expenditure	11937	02118025	560630	00001	Improvements Oth Than Bld		6500103011	(52,500.00)
Expenditure	00112	02318006	560630	00001	Improvements Oth Than Bld		6500103011	52,500.00
Expenditure	11937	02118025	560630	00001	Improvements Oth Than Bld		6500103012	(63,000.00)
Expenditure	00112	02318006	560630	00001	Improvements Oth Than Bld		6500103012	63,000.00
Expenditure	11937	02118026	560650	00001	Construction In Progress		6500103001	(2,997,774.00)
Expenditure	00112	02318016	560650	00001	Construction In Progress		6500103001	2,997,774.00
Expenditure	11937	02118028	580811		Aid to Private Organizations		8210103010	(350,000.00)
Expenditure	00112	02318014	580821		Aid to Private Organizations		8210103010	350,000.00
Expenditure	11937	02118029	580811		Aid to Govt Agencies		8210103003	(900,000.00)
Expenditure	00112	02318015	580811		Aid to Govt Agencies		8210103003	900,000.00
Expenditure	11937	02118030	580821		Aid to Private Organization		8210103001	(1,000,000.00)
Expenditure	00100	02318017	580821		Aid to Private Organization		8210103001	1,000,000.00
Expenditure	00100	066400	530340		OTHER SERVICES		3400660102	(807,970.00)
Expenditure	00112	02306003	530340		Other Services		3400660102	807,970.00
Expenditure	00100	066400	530340		OTHER SERVICES		3400660104	(100,000.00)
Expenditure	00112	02306003	530340		Other Services		3400660104	100,000.00
Expenditure	00100	066400	530340		OTHER SERVICES		3400664005	(20,000.00)
Expenditure	00112	02306003	530340		Other Services		3400664005	20,000.00
Expenditure	00100	066400	530340		OTHER SERVICES		3400664006	(40,000.00)
Expenditure	00112	02306003	530340		Other Services		3400664006	40,000.00
Expenditure	00100	066400	530340		OTHER SERVICES		3400664008	(81,000.00)
Expenditure	00112	02306003	530340		Other Services		3400664008	81,000.00
Expenditure	00100	066400	530340		OTHER SERVICES		3400664009	(70,000.00)
Expenditure	00112	02306003	530340		Other Services		3400664009	70,000.00
Expenditure	00100	066900	580821		AID TO PRIVATE ORGANIZATIONS		8210662001	(37,604.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662001	37,604.00
Expenditure	00100	066900	580821		AID TO PRIVATE ORGANIZATIONS		8210662002	(79,825.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662002	79,825.00
Expenditure	00100	066900	580821		Aid to Private Organization		8210662003	(185,400.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662003	185,400.00
Expenditure	00100	066900	580821		Aid to Private Organization		8210662004	(34,744.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662004	34,744.00
Expenditure	00100	066900	580821		Aid to Private Organization		8210662005	(46,350.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662005	46,350.00
Expenditure	00100	066900	580821		Aid to Private Organization		8210662006	(83,430.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662006	83,430.00
Expenditure	00100	066900	580821		Aid to Private Organization		8210662007	(139,050.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662007	139,050.00
Expenditure	00100	066900	580821		Aid to Private Organization		8210662008	(45,052.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662008	45,052.00
Expenditure	00100	066900	580821		Aid to Private Organization		8210662009	(78,795.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662009	78,795.00
Expenditure	00100	066900	580821		Aid to Private Organization		8210662010	(50,685.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662010	50,685.00
Expenditure	00100	066900	580821		Aid to Private Organization		8210662013	(18,772.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662013	18,772.00
Expenditure	00100	066900	580821		Aid to Private Organization		8210662014	(22,526.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210662014	22,526.00
Expenditure	00100	066900	580821		Aid to Private Organization		8210669001	(20,000.00)
Expenditure	00112	02306002	580821		Aid to Private Organization		8210669001	20,000.00
Expenditure	00100	069100	530310		Professional Services		3100660301	(70,000.00)

2023-R-

BUDGET AMENDMENT REQUEST

BAR# 23-053

Continued

Type	Fund	Business Unit	ject Accou	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Expenditure	00112	02306004	530310		Professional Services		3100660301	70,000.00
Expenditure	00100	069100	530340		Other Services		3400660103	(132,000.00)
Expenditure	00112	02306004	530340		Other Services		3400660103	132,000.00
Expenditure	00100	069100	530340		Other Services		3400660301	(183,000.00)
Expenditure	00112	02306004	530340		Other Services		3400660301	183,000.00
Expenditure	00100	069100	530340		Other Services		3400664004	(25,000.00)
Expenditure	00112	02306004	530340		Other Services		3400664004	25,000.00
Expenditure	00100	069100	580821		Aid to Private Organization		8210662005	(359,791.00)
Expenditure	00112	02306004	580821		Aid to Private Organization		8210662005	359,791.00
Expenditure	00100	069100	580833		Other Grants & Aids/Individual		8330660301	(50,000.00)
Expenditure	00112	02306004	580833		Other Grants & Aids/Individual		8330660301	50,000.00
Expenditure	00100	069100	580833		Other Grants & Aids/Individual		8330660302	(362,412.00)
Expenditure	00112	02306004	580833		Other Grants & Aids/Individual		8330660302	362,412.00
Expenditure	00100	069100	580833		Other Grants & Aids/Individual		8330660303	(4,458,990.00)
Expenditure	00112	02306004	580833		Other Grants & Aids/Individual		8330660303	4,458,990.00
Expenditure	00100	069100	580833		Other Grants & Aids/Individual		8330660304	(200,000.00)
Expenditure	00112	02306004	580833		Other Grants & Aids/Individual		8330660304	200,000.00
Expenditure	00100	069200	530340		Other Services		3400660302	(1,335,995.00)
Expenditure	00112	02306005	530340		Other Services		3400660302	1,335,995.00
Expenditure	11937	02118019	580821		AID TO PRIVATE ORGANIZATIONS		8210103005	(18,529.54)
Expenditure	11937	02118019	580833		OTHER GRANTS & AIDS/INDIVIDUAL		3400103002	(208,665.96)
Expenditure	11937	02118020	580821		AID TO PRIVATE ORGANIZATIONS		8210103005	(6,531.91)
Expenditure	11937	02118020	580833		OTHER GRANTS & AIDS/INDIVIDUAL		3400103002	(49,038.37)
Expenditure	11937	02118022	580821		AID TO PRIVATE ORGANIZATIONS		8210103005	(17,571.22)
Expenditure	11937	02118022	580833		OTHER GRANTS & AIDS/INDIVIDUAL		3400103002	(131,916.09)
Expenditure	11937	02118023	580821		AID TO PRIVATE ORGANIZATIONS		8210103005	(11,097.09)
Expenditure	11937	02118023	580833		OTHER GRANTS & AIDS/INDIVIDUAL		3400103002	(83,311.45)
Expenditure	11937	02118011	590910	00112	TRANSFER OUT		9109999955	36,990,591.25
Expenditure	11937	02305040	560642	00001	EQUIPMENT >$4999		6429999901	(251,500.00)
Expenditure	11937	02305041	560642	00001	EQUIPMENT >$4999		6429999901	(251,500.00)
Expenditure	00112	02405039	560642	00001	EQUIPMENT >$4999		6429999901	251,500.00
Expenditure	00112	02405040	560642	00001	EQUIPMENT >$4999		6429999901	251,500.00
Expenditure	00112	02118017	590910	00100	TRANSFER OUT		109999905	154,567.05
Expenditure	00112	02118017	530499		CHARGES/OBLIGATIONS-CONTINGENC		4900103002	4,512,552.66
Expenditure								
Expenditure								
							Expenditure Sub-Total	23,628,220.45
Reserve								
							Reserve Sub-Total	-
							Total Uses	**23,628,220.45**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1188

Title:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-072 in various County Funds in the amount of $3,950,315.42 to amend the Fiscal Year 2022/23 budget to appropriate Opioid Settlement revenues; increase transfer to the Article V Fund; and transfer from MSBU Street Lighting reserves for increased utility costs. Countywide **(Timothy Jecks, Budget Director)**

Division:

Resource Management - Budget

Authorized By:

Timothy Jecks, Budget Director

Contact/Phone Number:

Timothy Jecks, Budget Director/407-665-7181

Background:

The following amendments are required to facilitate the FY 2022/23 year-end closeout process. The BAR includes the following adjustments:

Opioid Settlement:

The County received $3.9M in unbudgeted revenues from the Opioid Settlement in FY23. We are projected to receive $1M to $2M per year for 18 years from this settlement.

Article V Court Technology Transfer Adjustment:

Increase the appropriated interfund transfer $150,000 from the General Fund to the Article V Court Technology Fund due to decreasing revenues in the fund. The amended revenue budget will include $586K in Article V fees and $369K in General Fund transfer.

Mikler Rd - Hurricane Ian

The headwall along Mikler Rd was damaged during Hurricane Ian due to a washout behind the wall. This project was completed for a total of $11,713 in the County Transportation Trust Fund. These costs are being appropriated in the General Fund in anticipation of FEMA reimbursement.

MSBU Street Lighting

Transfer $100K from Street Lighting reserves to cover rate and cost increases related to electricity.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #23-072 in various County Funds in the amount of $3,950,315.42 to amend the Fiscal Year 2022/23 budget to appropriate Opioid Settlement revenues; increase the transfer to the Article V Fund; and transfer from MSBU Street Lighting reserves for increased utility costs.

2023-R-

BUDGET AMENDMENT REQUEST

BAR# 23-072

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Resource Management

Fund(s): General, Article V, and MSBU Street Lighting

RM Recommendation	
Sara Carrick	10/24/2023
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:

Recognize Opiod Settlement Revenues; Increase transfer from General Fund to Article V Fund due to falling revenues; transfer from MSBU Street Lighting Fund reserves due to increased utilities costs.

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		SEE ATTACHED						
Revenue								
Revenue								
							Total Sources	**3,950,315.42**
Expenditure								
Expenditure								
Expenditure		SEE ATTACHED						
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
							Expenditure Sub-Total	4,212,028.42
Reserve								
Reserve		SEE ATTACHED						
							Reserve Sub-Total	(261,713.00)
							Total Uses	**3,950,315.42**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2023-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Amy Lockhart, Chairman

Date:_____ Date:_____

Entered by the Office of Management and Budget _____ Date:_____

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

2023-R-

BUDGET AMENDMENT REQUEST Continued

BAR# 23-072

Type	Fund	Business Unit	ject Accou	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11400	11400	381100	00100	TRANSFER IN		9109999942	150,000.00
Revenue	11400	11400	341160		COURT TECH FEE $2		3411600001	(150,000.00)
Revenue	00100	02318018	369305		SETTLEMENTS - OPIOD		3693050001	3,950,315.42
Revenue								
Revenue								
Revenue								
Revenue								
Revenue								
Revenue								
Revenue								
Revenue								

Total Sources 3,950,315.42

Expenditure	00100	014001	590910	11400	TRANSFER OUT		9109999942	150,000.00
Expenditure	00100	02318018	530499		CHARGES/OBLIGATIONS-CONTINGENC		4909999902	3,950,315.42
Expenditure	15000	090281	530430		UTILITIES		4399999901	100,000.00
Expenditure	00100	02407102	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	11,713.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								

Expenditure Sub-Total 4,212,028.42

Reserve	00100	999901	599998		RESERVE FOR CONTINGENCIES		9989999901	(150,000.00)
Reserve	00100	999901	599998		RESERVE FOR CONTINGENCIES		9989999901	(11,713.00)
Reserve	15000	999981	599998		RESERVE FOR CONTINGENCIES		9989999901	(100,000.00)
Reserve								

Reserve Sub-Total (261,713.00)

Total Uses 3,950,315.42

FY24 YEAR-END BAR SUMMARY

(REVENUES ARE REPORTED AS NEGATIVE FIGURES)	CURRENT BUDGET	BAR AMOUNT	AMENDED BUDGET
Revenue			
OPIOD SETTLEMENT REVENUES		**(3,950,315)**	(3,950,315)
ARTICLE V TRANSFER FROM GENERAL FUND	(219,365)	**(150,000)**	(369,365)
ARTICLE V COURT TECHNOLOGY REVENUES	(735,656)	**150,000**	(585,656)
Revenue Total	**(955,021)**	**(3,950,315)**	**(4,905,336)**
Expenditure			
OPIOD EXPENDITURE BUDGET		**3,950,315**	3,950,315
ARTIVLE V TRANSFER FROM GENERAL FUND		**150,000**	150,000
HURRICANE IAN PROJECTS			
02407102 MIKLER RD - IAN		**11,713**	11,713
STREET LIGHTING MSBU UTILITIES		**100,000**	100,000
Expenditure Total		**4,212,028**	**4,212,028**
Reserve			
GF RESERVES FOR ARTICLE V		**(150,000)**	(150,000)
GF RESERVES FOR HURRICANE IAN		**(11,713)**	(11,713)
STREET LIGHTING MSBU RESERVES		**(100,000)**	(100,000)
Reserve Total		**(261,713)**	**(261,713)**
Grand Total	**(955,021)**	**-**	**(955,021)**

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1164

Title:

Approve and authorize the Chairman to execute First Renewal to Lease Agreement with Addiction Recovery and Treatment Center (AdventHealth Hope & Healing Center) to run through December 31, 2024. District4 - Lockhart (**Jean Jreij, Public Works Director**)

Division:

Public Works - Facilities

Authorized By:

Jean Jreij, Public Works Director

Contact/Phone Number:

Sandra Aganovic/407-665-5280

Background:

On February 25, 2020, the Board of County Commissioners (BCC) approved a lease for parcel numbers 11-20-30-5AM-0J02-0000 and 11-20-30-5AM-0J03-0000 (212 Eslinger Way, Sanford, Florida 32773), to Adventist Health System/Sunbelt, Inc. On September 28, 2021, the BCC approved Amendment One which changed the configuration of the Leased Premises and Exclusive Use area as utilized by Adventist Health System/Sunbelt, Inc. The current lease agreement is set to expire on December 31, 2023, with an option to renew by two (2) additional one (1) year terms.

The proposed First Renewal to Lease Agreement renews the lease for one (1) year term.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the First Renewal to Lease Agreement with Addiction Recovery and Treatment Center.

FIRST RENEWAL TO LEASE AGREEMENT
WITH ADDICTION RECOVERY AND TREATMENT CENTER

THIS FIRST RENEWAL TO ADDICTION RECOVERY AND TREATMENT CENTER LEASE AGREEMENT ("First Renewal") is made and entered into this _____ day of _____, 2023, and is to that certain Lease Agreement made and entered into on the 2nd day of March 2020, as amended on September 28, 2021, 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 First Renewal referred to as "LANDLORD," and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.,** a Florida not-for-profit corporation doing business as **ADVENTHEALTH HOPE AND HEALING CENTER**, whose address mailing address is 900 Hope Way, Altamonte Springs, Florida 32714, in this First Renewal referred to as "TENANT."

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease Agreement on March 2, 2020, as amended on September 28, 2021, for the lease of certain property beginning on the date that TENANT took possession of the Leased Premises and ending December 31, 2023 (the "Lease Agreement"); and

WHEREAS, the Lease Agreement, as amended, provides for two additional renewal periods each consisting of a one-year term; and

WHEREAS, the parties desire to renew the Lease to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, the parties have determined that it would be in their best interest to continue rather than terminate this Lease Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Renewal, the parties agree to renew the Lease Agreement as follows:

1. The foregoing recitals are true and correct and form a material part of this First Renewal upon which the parties have relied.

2. The Lease Agreement is hereby renewed for the term of one year from January 1, 2024 through December 31, 2024, unless terminated sooner as provided for in the Lease Agreement.

3. Except as provided in this First Renewal, all terms and conditions of the Lease Agreement, as previously amended, remain in full force and effect for the term of this Renewal.

IN WITNESS WHEREOF, the parties have executed this First Renewal for the purposes expressed above.

WITNESSES:

SIGNATURE

Josie Zarate
PRINT NAME

SIGNATURE

Julio Calandra
PRINT NAME

ADVENTIST HEALTH SYSTEM/SUNBELT, INC. doing business as ADVENTHEALTH HOPE AND HEALING CENTER

By:

PRINT NAME: Jeff Villanueva

TITLE: CEO

Date: 10/16/2023

[Balance of this page intentionally blank; signature page continues on Page 3]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance of
Seminole County only.

By:_____
AMY LOCKHART, Chairman

Date:_____

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

Approved as to form and
legal sufficiency.

_____
County Attorney

DGS/sfa
09/29/2023

T:\Users\Legal Secretary CSB\Public Works\Leases\2023\Recovery Teatment Center - First Renewal.docx

AMENDMENT ONE TO

ADDICTION RECOVERY AND TREATMENT CENTER LEASE AGREEMENT

This **AMENDMENT ONE TO ADDICTION RECOVERY AND TREATMENT CENTER LEASE AGREEMENT** ("Amendment") is made and entered into this 28 day of September 2021, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" or "LANDLORD," and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation doing business as **ADVENTHEALTH HOPE AND HEALING CENTER**, whose mailing address is 601 East Altamonte Drive, Altamonte Springs, Florida 32701, hereinafter referred to as "TENANT," and amends the ADDICTION RECOVERY AND TREATMENT CENTER LEASE AGREEMENT effective February 25, 2020 ("Lease").

WHEREAS, the parties have agreed to amend the Lease to reduce the area of exclusive use of the Real Property; and

WHEREAS, the parties have agreed to amend the Lease to include improvements to the Real Property; and

WHEREAS, all of the provisions of the Lease shall continue to control the relationship of the parties, except as identified in this Amendment.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. All of the provisions of the Lease shall continue to control the relationship of the parties, except as set forth in this Amendment.

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY Charité Colon DEPUTY CLERK

2. Any capitalized terms in this Amendment shall have the same meaning as set forth in the Lease unless otherwise indicated in this Amendment.

3. The Lease shall be amended by deleting former Subsection (a)(1) of Section 1 and inserting the following in its place and deleting former **Exhibit A** and inserting the attached and amended **Exhibit A** in its place:

(1) **Definition of Leased Premises**. The "Leased Premises" shall be defined as the Building and the Real Property identified in amended ***Exhibit A*** together with all other improvements located on the Real Property including, but not limited to, all parking lots and parking spaces, driveways, sidewalks and walkways, landscaping, loading and unloading ramps and designated areas, and all service access points to the Building and Real Property.

4. The Lease shall be amended by deleting subsection (b)(1) of Section 1 and inserting the following in its place:

(1) **Exclusive Use**. The use and occupation by TENANT of the Leased Premises shall include the exclusive use of the Building and Real Property identified in amended ***Exhibit A*** and any and all improvements located on the Real Property, which may include, but is not limited to, any and all Common Area as hereinafter defined.

5. The Lease shall be amended by deleting Section 4 in its entirety and inserting the following in its place:

Section 4. Improvements and Alterations.

(a) Except as stated in this Section, COUNTY has delegated and authorized SHERIFF to complete the improvements and alterations identified in the Memorandum of Understanding for Improvements and Alterations and Construction Rider attached hereto and made a part hereof as ***Exhibit B***.

(b) COUNTY shall make the following exterior improvements to the Real Property:

(1) Install a six (6) foot tall construction fence with black or green windscreen at the location identified in amended ***Exhibit A*** at the time of commencement of construction mobilization for the adjacent Five Points Central Chiller Plant project.

(2) Install an eight (8) foot tall white PVC picket fence at the location identified in amended ***Exhibit A*** by the certificate of occupancy date for the chiller plant identified in amended ***Exhibit A***.

(3) Before the existing recreation yard is decommissioned and unavailable to Tenant, construct a three thousand (3,000) square foot recreation yard at the location identified in amended ***Exhibit A***, with said improvements to include the following: (i) clearing underbrush and debris from recreation yard, and (ii) installing grass covering for the entire recreation yard.

(c) COUNTY consents to TENANT making the following exterior improvements to the Real Property: (i) installing an eight (8) foot tall white PVC picket fence on three sides of the recreation yard as identified in amended ***Exhibit A*** with the fourth side open to the lake except for an existing chain length fence, (ii) installing an eight (8) foot tall white PVC picket fence from the recreation yard to the Building as identified in amended ***Exhibit A***, and (iii) installing a gate abutting the sidewalk identified in amended ***Exhibit A***. COUNTY agrees to provide TENANT with manufacturer and specification information for the eight (8) foot tall white PVC picket fence materials identified Subsection (b)(2) of Section 4 of the Lease to ensure TENANT has the option to purchase and install a fence of the same materials.

6. All other provisions of the Lease not modified herein shall remain in full force and effect and shall continue to control the relationship of the parties, except as set forth in this Amendment.

7. If there is conflict between this Amendment and the Lease or any earlier amendment to the Lease, the terms of this Amendment will prevail.

8. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ADVENTIST HEALTH SYSTEM/ SUNBELT, INC. doing business as ADVENTHEALTH HOPE AND HEALING CENTER

By: _____
TIMOTHY COOK, Chief Executive Officer

Date: 9-10-2021

ATTEST:

Christine Toscas
Witness

CHRISTINE TOSCAS
Print Name

Charlin Pena
Witness

Charlina Pena
Print Name

ATTEST:

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

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS SEMINOLE, COUNTY, FLORIDA

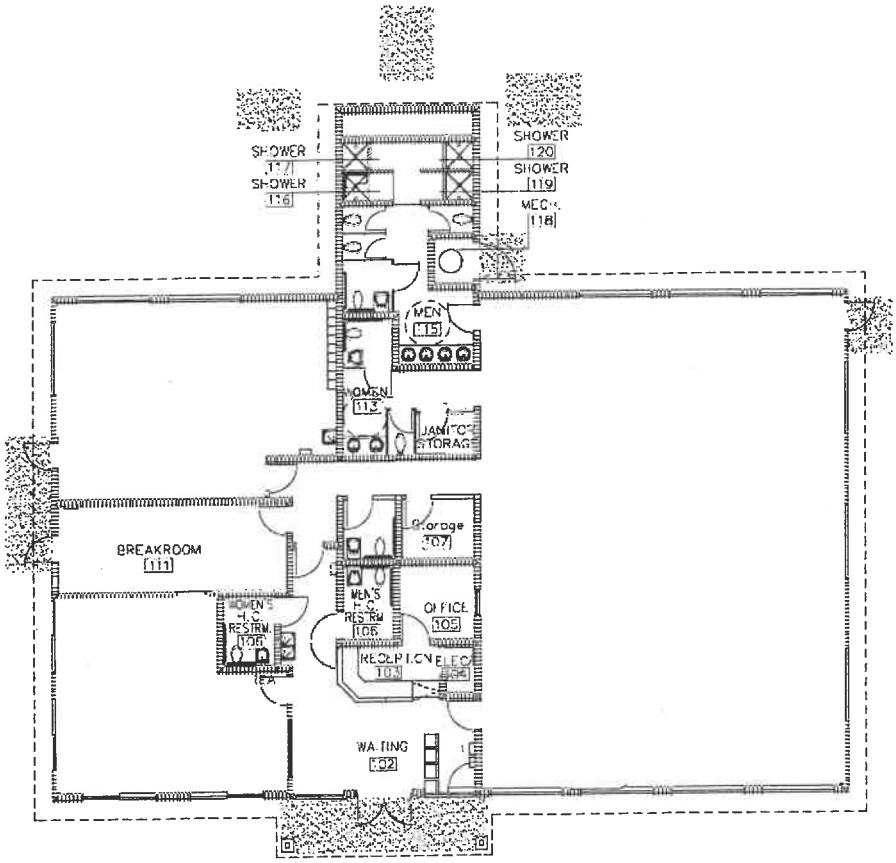
By: _____
LEE CONSTANTINE, Chairman

Date: 9/28/21

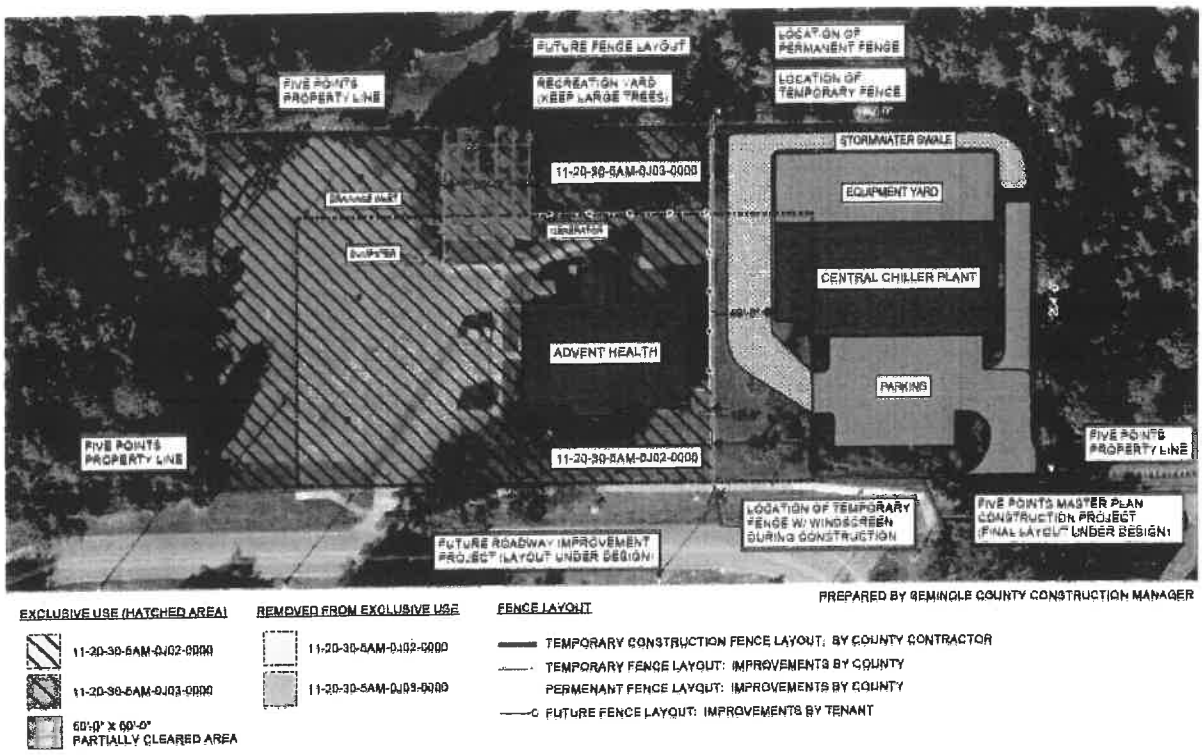
As authorized for execution by the Board of County Commissioners at its 9/14, 2021, regular meeting.

Attachments:
Amended Exhibit A – Leased Premises and Real Property

LEASED PREMISES



REAL PROPERTY



~~ End Amended Exhibit A ~~

ADDICTION RECOVERY AND TREATMENT CENTER LEASE AGREEMENT

THIS ADDICTION RECOVERY AND TREATMENT CENTER LEASE AGREEMENT ("Lease") is made and entered into this 25th day of February 2020 ("Effective Date"), by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" or "LANDLORD," and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation doing business as **ADVENTHEALTH HOPE AND HEALING CENTER**, whose mailing address is 601 East Altamonte Drive, Altamonte Springs, Florida 32701, hereinafter referred to as "TENANT."

W I T N E S S E T H:

WHEREAS, COUNTY is the owner of certain real property located at 212 Eslinger Way, Sanford, Florida 32773; and

WHEREAS, the Seminole County Board of County Commissioners ("BCC") has the authority to lease real property to not-for-profit corporations pursuant to Section 125.38, Florida Statutes (2019), so long as the lease is for a public or community interest; and

WHEREAS, TENANT is a Florida not-for-profit corporation established and authorized to operate in Florida; and

WHEREAS, the BCC has determined that the real property described hereinafter to be leased is not currently needed for COUNTY purposes; and

WHEREAS, the space sought under this Lease is currently part of the COUNTY offices designated for use by the Seminole County Sheriff's Office; and

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY _____ DEPUTY CLERK

WHEREAS, Dennis M. Lemma as Sheriff of SEMINOLE COUNTY ("SHERIFF") seeks additional community treatment opportunities to combat and treat substance abuse; and

WHEREAS, substance abuse affects the public health and social and economic welfare of the citizens of COUNTY; and

WHEREAS, COUNTY, SHERIFF, and TENANT have been and will continue to work together on efforts to address substance abuse and substance abuse related issues; and

WHEREAS, SHERIFF and TENANT have entered into a Memorandum of Understanding Agreement ("MOU") effective FEBRUARY 25, 2020, to document the understanding of SHERIFF and TENANT regarding readiness of Leased Premises to be used as an Addiction Recovery and Treatment Center ("Center") as well as start-up support and yearly support provided by SHERIFF for Center through community donations received by SHERIFF'S Community Foundation.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, COUNTY and TENANT agree as follows:

Section 1. **Leased Premises, Definitions, Legal Description, and Exclusive Use**.

(a) **Leased Premises**. Upon payment of the Rent as hereinafter defined and the continued performance of the covenants provided herein during the Term of this Lease, COUNTY hereby leases and demises to TENANT the Leased Premises as defined in ***Exhibit A***. For all purposes under this Lease, it shall be conclusively presumed that the Leased Premises contain a total of **FIVE THOUSAND THREE HUNDRED EIGHTY (5,380)** rentable square feet within the Building and includes 40 public parking spaces, six (6) reserved parking spaces, and two (2) handicap parking spaces located on the Real Property, which shall be for the exclusive use of TENANT and TENANT's employees, agents, and invitees.

(1) **Definition of Leased Premises**. The "Leased Premises" shall be defined as the Building and the Real Property together with all other improvements located on the Real Property including, but not limited to, all parking lots and parking spaces, driveways, sidewalks and walkways, landscaping, loading and unloading ramps and designated areas, and all service access points to the Building and Real Property.

(2) **Definition of Building**. The "Building" shall be defined as that entire stand-alone, single tenant, improvement to and located on the Real Property with a U.S. Postal address of 212 Eslinger Way, Sanford, Florida 32773, located in Seminole County, Florida. The layout of the Building is attached hereto as ***Exhibit A***.

(3) **Definition of Real Property**. The "Real Property" shall be defined as those certain two (2) parcels, situated in the County of Seminole, State of Florida, containing the parcel ID numbers, as further described in the following certain legal descriptions:

FIRST PARCEL - BUILDING:

BEG 510 FT E of SW COR BLK J RUN E 290.40 FT N 150 FT W 290.40 FT S 150 FT to BEG FAIRLANE ESTATES SEC 1 Lot 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 80 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel ID: 11-20-30-5AM-0J02-0000

SECOND PARCEL - PARKING:

PT BLK J DESC AS BEG 460 FT E OF SW COR RUN N 00 DEG 24 MIN 30 SEC W 200 FT N 89 DEG 35 MIN 30 SEC E 470 FT S 00 DEG 24 MIN 30 SEC E 200 FT S 89 DEG 35 MIN 30 SEC W 129.6 FT N 00 DEG 24 MIN 30 SEC W 150 FT S 89 DEG 35 MIN 30 SEC W 290.4 FT S 00 DEG 24 MIN 30 SEC E 150 FT S 89 DEG 35 MIN 30 SEC W 50 FT TO BEG FAIRLANE ESTATES SEC 1 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 80 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel ID: 11-20-30-5AM-0J03-0000

(b) **Exclusive Use and Common Area**.

(1) **Exclusive Use**. The use and occupation by TENANT of the Leased Premises shall include the exclusive use of the Building and Real Property and any and all improvements located on the Real Property, which may include, but is not limited to, any and all Common Area as hereinafter defined.

(2) **Definition of Common Area**. "Common Area" shall be defined as all any and all areas with respect to and capable of servicing the Leased Premises but that are not already granted by this Lease to TENANT for exclusive use including, without limitation, common entrances, lobbies, corridors, stairwells, public restrooms, parking areas, trash areas, walkways, driveways, sewer systems, drainage systems, outdoor lighting, and landscaped areas.

Section 2. **Term**. This Lease shall become effective on the date TENANT is deemed to have taken possession of the Leased Premises pursuant to Section 22 of the Lease ("Commencement Date"). The Lease shall continue and then terminate at 11:59 p.m. on the later of December 31, 2023, or the date that is three (3) years from the Commencement Date, unless sooner terminated pursuant to the terms hereof ("Initial Term"). TENANT shall have the option to renew the Lease by two (2) additional one (1) year terms (each a "Renewal Term" and collectively, "Renewal Terms") pursuant to a writing signed by both TENANT and COUNTY. The Initial Term and all Renewal Terms are referred to collectively as the "Term." Any and all Renewal Terms shall be subject to and on the same terms, covenants, and conditions as this Lease.

Section 3. **Rent and Security Deposit**. During the Term, TENANT shall pay COUNTY, as rent for the Leased Premises, the annual sum of ONE AND NO/100 DOLLARS ($1.00) ("Rent") commencing on the Commencement Date of this Lease and continuing on each

annual anniversary date of this Lease until this Lease terminates or expires. TENANT, as a not for profit corporation, is exempt from paying sales and use taxes on Rent. COUNTY waives and does not require TENANT to remit any sum as a security deposit under this Lease.

Section 4. **Improvements and Alterations**. COUNTY has delegated and authorized SHERIFF to complete the improvements and alterations identified in the Memorandum of Understanding for Improvements and Alterations and Construction Rider attached hereto and made a part hereof as **Exhibit B**.

Section 5. **Purpose**. The purpose of this Lease is to permit TENANT to operate an addiction recovery and treatment center. TENANT shall not use the Leased Premises for any other purpose, unless approved in advance by COUNTY.

Section 6. **Use of Leased Premises**.

(a) **Exclusive Use**. TENANT will have the exclusive use of the Leased Premises, Building, and Property for such lawful use as TENANT may desire in connection with or incidental to the purposes described in Section 5 (Purpose) of this Lease during the Term of this Lease. TENANT covenants that it shall not intentionally use or intentionally permit the Leased Premises to be used for any purpose prohibited by the applicable laws of the United States of America, the State of Florida. TENANT shall not intentionally use or intentionally keep any substance or material in or about the Leased Premises that is not necessary or desirable to implement the intended purpose and use of the Leased Premises and that would violate any applicable federal, state, or local law, ordinance, rule or regulation pertaining to Hazardous Materials (as hereinafter defined), industrial hygiene, or environmental conditions ("Environmental Laws"). TENANT shall not intentionally permit, to the degree reasonably possible, any continued nuisance in the Leased Premises after receiving prior, written notice

from COUNTY. TENANT shall promptly cure any known condition that violates the foregoing requirements of this Section that is reasonably able to be cured by TENANT. For purposes of this Lease, the term "Hazardous Materials" shall include any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants," "regulated substances," "infectious wastes," "medical wastes," or other pollution under any applicable federal, state, or local law, ordinance, rule or regulation now or hereafter in effect. Notwithstanding anything herein to the contrary, TENANT shall have no obligation for any Hazardous Materials or any other violations of this Section that were (1) already in existence as of the Effective Date of this Lease; (2) placed onto the Leased Premises by COUNTY and/or others not related to nor approved by TENANT; or (3) caused by forces beyond the control of TENANT.

(b) **Equipment**. TENANT may install and use such equipment as is necessary, desirable, or incidental to TENANT'S use of the Leased Premises. TENANT shall obtain, at its expense, all permits and approvals required from all applicable governmental authorities for TENANT's use of the Premises as contemplated herein.

(c) **Medical and Hazardous Waste**. TENANT is responsible for the storage and removal from the Leased Premises of all medical, special, and infectious waste generated by TENANT in the normal course of providing medical care within the Leased Premises.

(d) **Telecommunications**. TENANT and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have, at no additional cost, right of access to and within the Building (including without limitation its risers, chases, and telecommunications closets), for the installation and operation of telecommunications services, including voice, video, data, internet, and any other

services provided over wire, fiber optic, microwave, wireless, and any other transmission services for part or all of TENANT'S telecommunications within the Building and from the Building to any other location. TENANT acknowledges that COUNTY shall not be required to provide or arrange for any telecommunications services and that COUNTY shall have no liability to TENANT in connection with the installation, operation, or maintenance of telecommunications services or any related equipment, unless due to COUNTY's negligence or willful misconduct. TENANT, at its cost and for TENANT'S account, shall be solely responsible for obtaining all telecommunications services. For purposes of this Section "telecommunications lines" includes all communications and computer wires and cables.

Section 7. **Quiet Possession.** COUNTY shall warrant and defend TENANT in the lawful enjoyment and possession of the Leased Premises during the Term of this Lease according to the covenants provided in this Lease. COUNTY or COUNTY agents may enter the Leased Premises upon a time mutually agreeable to COUNTY and TENANT and upon a minimum of **TWO (2) BUSINESS DAYS'** prior notice to TENANT; however, COUNTY and TENANT may mutually agree to earlier access in cases of emergency.

Section 8. **Assignment and Subletting.** TENANT shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of COUNTY, unless assignment of the Lease is to TENANT'S parents, affiliates, or subsidiaries, provided TENANT provides prior, written notice to COUNTY.

Section 9. **Hold Harmless.** TENANT agrees to indemnify COUNTY from and against all liability, loss, or damage that COUNTY may sustain as a result of claims, demands, costs, or judgments arising from injury or damages of whatsoever nature to persons or property from TENANT's negligent use of the Leased Premises.

Section 10. **Utilities.**

(a) COUNTY, at its sole cost and expense, will provide all of the following utilities and services, which shall be provided in a manner that is consistent with those services provided in comparable medical office buildings of similar size, which are located within the local community:

(1) Water, electrical current, trash (except biohazardous waste), and sewer use in and on the Leased Premises.

(2) Unless the Leased Premises is equipped with a water heater, hot water at those points of supply provided for the general use of TENANT.

(3) Exterior window cleaning on an annual basis and cleaning on an as-needed basis for the parking areas and walk-ways serving the Building.

(b) TENANT shall provide and pay for all cable, internet, telephone, biohazardous waste removal, and any other utilities that TENANT deems necessary for their use of the Leased Premises. TENANT shall provide lighting replacement for Building (standard lights) and toilet room supplies.

Section 11. **Maintenance and Repairs.**

(a) COUNTY shall provide for maintenance and repairs for the Property and for the interior and exterior of the Building and Leased Premises in accordance with commercially acceptable practices, including without limitations roof, structural components, and exterior walls of the Building and Property; any mechanical, plumbing, and electrical systems; the Common Areas in good condition and repair; and maintenance and replacement of electrical, and plumbing equipment and systems and heating, ventilation, and air conditioning ("HVAC") equipment and systems in or serving the Building and Leased Premises; repaving or restriping

the parking area; parking lot lighting; repainting needed for regular maintenance of scuff marks; replacement of worn or damaged floor carpet tiles; maintenance and replacement of all drainage structures, systems, ponds; maintenance and replacement of all exterior lighting; and maintenance and replacement of doors and windows broken or damaged.

(b) In addition to the maintenance requirements in Section 11(a), COUNTY shall maintain the Real Property and exterior of the Building and Leased Premises, including but not limited to grounds, landscaping, and parking area, so as to conform to all applicable health and safety laws, ordinances, and codes which are presently in effect and which may subsequently be enacted during the Term of this Lease and any renewal periods.

(c) COUNTY agrees to furnish pest control services for the Leased Premises and Building during the Term of this Lease at COUNTY'S expense.

(d) TENANT shall regularly remove debris and trash from the Leased Premises and dispose of in the designated debris and trash bin on the Property. TENANT is responsible for maintenance and replacement of all security systems, locks, and surveillance. TENANT agrees to use reasonable care to avoid improper use of the sewer system or the introduction of inappropriate objects or materials into this system. TENANT, at TENANT's expense, shall repair any defective or broken equipment, when the defect or damage is caused due to TENANT's negligence or intentional conduct; otherwise, COUNTY is responsible for repairing defective or broken equipment.

(e) TENANT hereby agrees to keep and maintain, at its own cost and expense, all parts of the Leased Premises (except those for which COUNTY expressly is made responsible hereinabove). TENANT at its expense shall promptly correct or repair any condition on the

Leased Premises after receiving notice of violation of any applicable federal, state, or local code or statue (except those for which COUNTY expressly is made responsible hereinabove).

Section 12. Heating, Air Conditioning and Janitorial Services.

(a) COUNTY, at its cost, shall furnish air conditioning to TENANT and maintain the necessary air conditioning equipment in satisfactory operating condition for the Leased Premises at all times during the term of the Lease at the expense of COUNTY. Air conditioning must operate twenty-four (24) hours a day, seven (7) days a week.

(b) TENANT agrees to furnish at TENANT's cost janitorial services and all necessary janitorial supplies, including provision of recycling trash disposal, for the Leased Premises during the term of this Lease at TENANT'S expense.

Section 13. Fire and other Hazards.

(a) In the event that the Property, Building, or Leased Premises, or the major part thereof, is destroyed by fire, lightning, storm, or other casualty, this Lease will automatically terminate and possession of the Leased Premises will revert to COUNTY with mutually agreeable and reasonable time for TENANT to vacate the property.

(b) COUNTY shall provide fire protection during the Term of this Lease in accordance with the fire safety standards of the State of Florida Fire Marshal. COUNTY shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State of Florida Fire Marshal for a residential treatment center. TENANT agrees that the Leased Premises shall be available for inspection by the State Fire Marshal at any reasonable time agreed to in advance by TENANT.

(c) COUNTY certifies that no asbestos was used in the construction of the Leased Premises or that, if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

(d) Pursuant to Section 404.056, Florida Statutes (2019), as this section of the Florida Statutes may be amended from time to time, the following notice is hereby given to the undersigned TENANT.

> **RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.**

The undersigned TENANT hereby acknowledges that TENANT has read this notice prior to the execution of this Lease.

Section 14. **Taxes and Fire Insurance.** COUNTY shall pay all real estate taxes on the Leased Premises. COUNTY is not liable to carry fire and casualty insurance on any building or structures on the Leased Premises, the person or property of TENANT or any other person or property which may now or hereafter be placed on the Leased Premises.

Section 15. **Casualty Loss – Personal Property.** TENANT is responsible for providing its own casualty insurance for its own personal property located on the Leased Premises. COUNTY has no responsibility for any casualty loss of such personal property.

Section 16. **Maintaining Security and Safety of Premises.** The Leased Premises, its contents, other improvements, or persons on the Leased Premises must be made secure by devices such as locks, badge access device, electric device, safety device, and lighting by

TENANT. TENANT is solely responsible or liable for losses to same due to a breach of security or safety.

Section 17. Insurance.

(a) **Tenant Insurance**. TENANT, at its sole expense, shall maintain the self-insurance or liability insurance required under this Section for the Leased Premises at all times throughout the duration of this Lease and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department, unless caused by the negligent or intentional conduct of COUNTY.

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

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the self-insurance or liability insurance furnished by TENANT will relieve TENANT 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 TENANT 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 TENANT.

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

(b) **General Requirements**.

(1) Before the Commencement Date, unless self-insured, TENANT shall furnish COUNTY with a current Certificate of Insurance for liability insurance on a current ACORD Form or its equivalent signed by an authorized representative of the liability insurer evidencing the liability insurance required by this Section and **Exhibit C**, and including the following as Certificate Holder:

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

(2) 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, TENANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

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

(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.

(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 TENANT as their interests may appear.

(6) **Additional Insured**. COUNTY and COUNTY officials, officers, and employees must be included as Additional Insureds under General Liability policy

(7) **Coverage**. The insurance provided by TENANT pursuant to this Lease must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the BCC or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by TENANT.

(8) **Waiver of Subrogation**. All policies must be endorsed to provide a Waiver of Subrogation clause in favor of COUNTY and COUNTY'S 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 Policy required by this Lease 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 Department of Insurance of the State of Florida 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 (2019), as this statute may be amended from time to time.

(2) In addition, other than insurance coverage required under this Lease that is maintained through TENANT's programs of self-insurance, such companies must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Lease, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2019), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then TENANT shall immediately notify COUNTY as soon as TENANT 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 Lease. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, TENANT will be deemed to be in default of this Lease.

(d) **Specifications**. Without limiting any of the other obligations or liabilities of TENANT, TENANT, at TENANT's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in **Exhibit C**.

Except as otherwise specified in this Lease, the insurance must become effective prior to the Commencement Date of the Lease and must be maintained in force until final completion or such other time as required by this Lease. The amounts and types of insurance must conform to the following minimum requirements:

(1) **Workers' Compensation/Employers' Liability**.

(A) TENANT's insurance must cover TENANT 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 TENANT are as specified in **Exhibit C**.

(D) If TENANT asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2018), as this statute may be amended from time to time, TENANT 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.

(2) **Commercial General Liability**.

(A) TENANT's insurance must cover TENANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by TENANT are as specified in **Exhibit C**.

(C) 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.

(3) **Business Auto Policy**.

(A) TENANT's insurance must cover TENANT 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 TENANT does not own automobiles, TENANT 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 Lease involves operations governed by Section 29 or Section 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by TENANT are as specified in **Exhibit C**.

(4) **Professional Liability**.

(A) If required by **Exhibit C**, TENANT shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by negligent acts, errors, or omissions.

1. In the event that the professional liability insurance required by this Lease is written on a claims-made basis, TENANT warrants that any retroactive date under the policy will precede the effective date of this Lease and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Lease is completed.

2. If such insurance is maintained on an occurrence form basis, TENANT shall maintain such insurance for an additional period of one (1) year following termination of the Lease. If such insurance is maintained on a claims-made basis, TENANT shall maintain such insurance for an additional period of three (3) years following termination of the Lease.

3. If TENANT 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 TENANT shall provide proof of such satisfactory coverage, subject to approval of TENANT.

(B) The minimum limits to be maintained by TENANT are as specified in **Exhibit C**.

(5) **Employee Dishonesty Liability**. TENANT shall maintain Employee Dishonesty coverage protecting the interests of COUNTY subject to this Lease from fraudulent acts of their employees. Coverage limits must not be less than the amount specified in **Exhibit C**. The policy must include COUNTY as loss payee.

(6) **Cyber Liability**.

(A) TENANT shall carry Cyber Liability Insurance. Coverage limits must not be less than the amount specified in **Exhibit C**. Coverage type(s) are as specified in **Exhibit C**.

(B) The minimum limits to be maintained by TENANT are as specified in **Exhibit C**.

(7) **Other Insurance**.

(A) TENANT shall carry Other Insurance as may be specified in **Exhibit C**, such as Builders Risk, Owners and Contractors Protective Liability, Installation Floater, Inland Marine, Garagekeepers Liability, Warehouse Legal Liability, and Aircraft Liability. Coverage limits must not be less than the amount specified in **Exhibit C**.

(B) The minimum limits to be maintained by TENANT are as specified in **Exhibit C**.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting TENANT's liability under the provisions of Section 9 (Hold Harmless) concerning indemnification or any other provision of this Lease.

Section 18. **Cancellation and Termination**. This Lease may be cancelled or terminated by either TENANT or COUNTY at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party, provided that neither TENANT

nor COUNTY may provide notice of without cause termination until twenty-four (24) months after the COMMENCEMENT DATE of the LEASE.

Section 19. **Intentionally Omitted.**

Section 20. **Surrender of Possession.** TENANT agrees to deliver up and surrender to COUNTY possession of the Leased Premises at the expiration or termination of this Lease, in as good condition as when TENANT takes possession, except for the following: ordinary wear and tear; alterations permitted under this Lease; or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, or military or usurped power.

Section 21. **Removal of Property.** TENANT shall, without demand by COUNTY and at TENANT'S cost and expense, prior to expiration or sooner termination of the Initial Term of this Lease or of any Renewal Term, remove all contents belonging to TENANT and remove alterations, additions, or improvements, and fixtures which, by the terms of this Lease, TENANT is permitted to remove; repair all damage to the Leased Premises caused by such removal of approved alterations, additions, or improvements, or fixtures; and restore the Leased Premises to the condition in which the Leased Premises were in prior to the installation of the removed alterations, additions, or improvements, or fixtures. Any property not so removed will be deemed to have been abandoned by TENANT and may be retained or disposed of by COUNTY. All fixtures, furniture, and equipment installed by TENANT must be clearly marked "Property of Advent Health."

Section 22. **Acceptance of Leased Premises by TENANT.** The taking of possession of the Leased Premises by TENANT will constitute conclusive evidence as against TENANT that the Leased Premises were in good and satisfactory condition when possession of the Leased Premises was taken, latent hidden defects excepted, and that SHERIFF has complied with both

Section 4 and **Exhibit B** of this Lease. TENANT shall not be deemed to have taken possession of the Leased Premises until TENANT accepts keys following the final walk-through of the Leased Premises.

Section 23. **Waiver**. No waiver of any breach of any one or more of the conditions or covenants of this Lease by COUNTY or TENANT will be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

Section 24. **Entire Agreement; Amendment or Modification**. Each party hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except the statements that are expressed herein. As such, this Lease constitutes the entire agreement between COUNTY and TENANT with respect to the Leased Premises. This Lease supersedes all prior agreements and understandings between the parties with respect to its subject matter and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Leased Premises other than those set forth herein. This Lease may not be surrendered and no amendment or modification of this Lease will be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 25. **Notices**. Whenever a party desires to or is required to give notice unto the other party, notice must be given by written notice via any of the following: (a) personal delivery; (b) reliable and reputable overnight delivery service; or (c) registered or certified United States mail, postage prepaid, with return receipt requested, and sent to:

As to COUNTY:

Contracts and Leasing Coordinator
Facilities Management Division/Public Works Department
205 West County Home Road,
Sanford, Florida 32773
Attention: Contracts and Leasing Coordinator

As to TENANT:

AdventHealth Hope and Healing Center
601 East Altamonte Drive
Altamonte Springs, Florida 32701
Attention: Director of Operations

Notice is effective upon personal delivery and when sent via overnight delivery service or registered or certified United States mail. A party may change by written notice as provided above, the addresses or persons for receipt of notices.

Section 26. **Default by TENANT**. Any of the following constitutes a default by TENANT under this Lease:

(a) The failure of TENANT to pay Rent within thirty (30) days of the due date.

(b) The failure of TENANT to make any other payment provided for under this Lease within thirty (30) days of the due date.

(c) Abandonment of the Leased Premises for more than ninety (90) consecutive days; provided, non-use during any period of repair from damage shall not be included in calculating the ninety (90) days.

(d) The failure of TENANT to perform or observe any obligation, covenant or term required to be performed or observed by TENANT under this Lease other than payment of money.

(e) A receiver is appointed to take charge of TENANT's assets.

(f) A petition or other proceeding is filed by TENANT under the bankruptcy laws of the United States or under the insolvency laws of any state.

(g) TENANT's interest in this Lease or right to possession of the Leased Premises or both passes to or dissolves by operation of law or otherwise, on one other than TENANT.

Section 27. **Termination by COUNTY for Default by TENANT**. This Lease may be terminated by COUNTY, at its option, upon the default by TENANT as defined in Section 26 (Default by TENANT) above. In the event of TENANT's default and failure to cure such default within thirty (30) days after receipt of written notice by COUNTY to TENANT specifying wherein TENANT has failed to comply with or perform such obligation, COUNTY shall provide TENANT with thirty (30) days written notice of the date of termination of the Lease and COUNTY's intent to re-enter and repossess the Leased Premises thirty (30) day notice period; provided, however, that if performance or compliance cannot reasonably be accomplished within said thirty (30) day period, then TENANT shall not be deemed to be in default if TENANT shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion, but not later than ninety (90) days after TENANT receives COUNTY'S second notice. Said notice to be delivered by COUNTY to TENANT by certified mail or by posting the notice conspicuously on the Leased Premises. At the end of the relevant period, COUNTY will have absolute right to re-enter the Leased Premises without legal proceedings and without being liable for any prosecution therefore or damages resulting therefrom and repossess and enjoy the Leased Premises, together with all additions, alterations, and improvements, to which remedies and actions TENANT specifically consents.

Section 28. **Default by COUNTY**. Any of the following constitutes a default by COUNTY under this Lease:

(a) The failure of COUNTY to perform or observe any obligation, covenant or term required to be performed or observed by COUNTY under this Lease.

(b) A receiver is appointed to take charge of COUNTY'S assets.

(c) A petition or other proceeding is filed by COUNTY under the bankruptcy laws of the United States or under the insolvency laws of any state.

(d) The failure of COUNTY to comply with or perform any obligation under the Lease and fails to cure such default within thirty (30) days after receipt of written notice by TENANT to COUNTY specifying wherein COUNTY has failed to comply with or perform such obligation; provided, however, that if performance or compliance cannot reasonably be accomplished within said thirty (30) day period, then COUNTY shall not be deemed to be in default if COUNTY shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion, but not later than ninety (90) days after COUNTY receives TENANT'S notice.

(e) COUNTY's no longer retains ownership in the Building, Property, or Leased Premises.

(f) SHERIFF does not complete SHERIFF's Work to the reasonable satisfaction of TENANT.

Section 29. **Termination by TENANT for Default by COUNTY**. This Lease may be terminated by TENANT, at its option, upon the default by COUNTY as defined in Section 28 (Default by COUNTY) above. TENANT may terminate this Lease in the event of COUNTY'S default: (i) immediately or (ii) seek any damages or remedies available in law or equity.

Section 30. **Attorney's Fees**. If any action or appeal at law or in equity is brought to recover any Rent under this Lease, or for or on account of any breach of, or to enforce or

interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party will be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and will be made a part of any judgment or decree rendered.

Section 31. **Applicable Law**. This Lease will be construed and enforced under and in accordance with the laws of the State of Florida.

Section 32. **Headings and Captions**. All headings and captions used for the various articles and sections and contained in this Lease are provided for convenience only, and may not be used to define, describe, interpret, limit, or construe any provision of this Lease.

Section 33. **Compliance with Laws**.

(a) **Lease Subject to All Applicable Laws**. The parties recognize and agree that federal, state, and local laws, regulations, rules, and policies govern this Lease and the activities hereunder. The parties further recognize and agree that this Lease is subject to new legislation as well as amendments to such existing laws, regulations, rules, and policies. The parties agree to comply with any provision of applicable federal and state law, and any regulation thereunder, including all Health Care Requirements (defined herein), now in effect or later adopted, relating to this Lease, the obligations of COUNTY and TENANT hereunder, or TENANT's use of the Leased Premises. The term "Health Care Requirements" shall mean any applicable statute, regulation, and rule governing any federal health care program, including Medicare and Medicaid, the practice of medicine, the use and operation of medical equipment, and the use and storage of radiopharmaceuticals and other radioactive materials, including but not limited to: 42 U.S.C. § 1395, commonly known as the Stark Law, and implementing regulations of 42 C.F.R. § 411.350-411.389; § 1128B(b) of the Social Security Act, 42 U.S.C. § 1320a-7b(b), commonly

known as the Federal anti-kickback statute; the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 301 et seq., and other laws relating to the manufacture, distribution, preparation, dispensing, or administration of any prescription medication or controlled substance; the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); analogous provisions of state law (specifically the Florida Patient Self-Referral Act, § 456.053, Florida Statute; the Florida Patient Brokering Act, § 817.505, Florida Statute; the Florida anti-kickback statute, § 456.054, Florida Statute; and provisions of Florida law regulating the physician and patient relationship); and all other laws, statutes, rules, and regulations relating to the practice of medicine and the furnishing of health care items and services.

(b) **Compliance with and Changes in Laws and Regulations**. In the event a party to this Lease, in consultation with counsel, develops a good faith concern that any provision of this Lease and/or any activity hereunder is in violation of any applicable law, regulation, rule or policy, such party shall: (i) immediately notify the other party in writing of such concern, identifying the specific provision and/or activity giving rise to such concern; and (ii) obtain a legal opinion from a reputable law firm with experience in health care law opining on whether or not the provision and/or activity violates applicable law, regulation, rule or policy.

(c) **Resolution of Claims of Illegality**. If an agreement on a method for resolving such concern is not reached within twenty (20) days of the written notice described in Section 33(b) (Compliance with and Changes in Laws and Regulations), either COUNTY or TENANT may terminate this Lease upon written notice to the other party.

Section 34. Miscellaneous.

(a) **Legitimate Business Purpose**. COUNTY and TENANT acknowledge and agree that the Leased Premises rented to TENANT do not exceed that which are reasonable and

necessary for the legitimate business purposes of this Lease and shall be used exclusively by TENANT when being used by TENANT, and the Leased Premises shall not be shared with or used by COUNTY, SHERRIFF, or any person or entity related to COUNTY or SHERRIFF.

(b) **Patient Confidentiality**. At all times during the Term of this Lease, the parties will comply with the requirements of all laws concerning patient confidentiality and in particular, but without limitation, the requirements of HIPAA and Florida law. TENANT shall be solely responsible for maintenance and storage of patient and other medical records without access by COUNTY, SHERIFF, or any other non-authorized party.

(c) **Brokers**. COUNTY and TENANT represent and warrant to each other that no broker, realtor, finder, or other intermediary has negotiated or participated in negotiations of this Lease, submitted or showed the Leased Premises, or is entitled to any commission in connection therewith. COUNTY and TENANT each agree to indemnify, hold harmless and defend each other from and against any and all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees (whether incurred out of court, in the trial court, on appeal or in bankruptcy or administrative proceedings) arising out of any claims or demand of any broker, realtor, finder or other intermediary claiming by, through or under such party for any fee or commission alleged to be due such party in connection with this Lease.

(d) **Right of TENANT to the Leased Premises**. TENANT shall only receive possession of the Leased Premises after the following; (i) this Lease has been fully executed by both COUNTY and TENANT, and (ii) SHERIFF's Work in Section 4 and **Exhibit B** is completed.

(e) **Force Majeure**. If the performance required of COUNTY or TENANT, as the case may be, under this Lease is delayed by act of God, civil commotion, terrorist attack,

governmental or sovereign conduct (including but not limited to delays in the issuance of permits or approvals), strikes, lock-outs, labor trouble, restrictive laws or regulations, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of COUNTY, or TENANT, as the case may be, then COUNTY, or TENANT, as the case may be, shall be excused from such performance for the period of time that is reasonably necessary to remedy the effects of the occurrence causing the delay.

(f) **Partial Invalidity**. If any provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. It is further the intention of COUNTY and TENANT that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(g) **Relationship of Parties**. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between COUNTY and TENANT, and the sole relationship between COUNTY and TENANT is being that of landlord and tenant.

(h) **Counterparts; Execution**. This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall for all purposes be deemed to be an original, and such counterparts together shall constitute one and the same instrument. The counterparts of this Lease and all Exhibits may be executed and delivered by facsimile or other electronic means by party to the other party, and the receiving party may rely on the receipt of

such document so executed and delivered by facsimile or other electronic means as if the original had been received.

(i) **Successors and Assigns**. Subject to the restrictions on assignment set forth hereinabove, this Lease shall be binding upon and shall inure to the benefit of COUNTY, its successors and assigns, and TENANT and its permitted successors and assigns.

(j) **Time of the Essence**. Time is of the essence with respect to the performance of every provision of this Lease.

(k) **Survival**. All obligations of TENANT and COUNTY hereunder which are not fully performed as of the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

(l) **Waiver of Jury Trial**. COUNTY AND TENANT EACH WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS AND/OR COUNTERCLAIMS BROUGHT BY A PARTY AGAINST THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS LEASE. THE PARTIES MAKES THIS WAIVER OF JURY TRIAL VOLUNTARILY AND WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE RIGHTS WHICH THEY ARE WAIVING.

(m) **Approval**. Neither this Lease nor any amendment or modification shall be effective or legally binding until it has been approved by TENANT and signed by an authorized representative of TENANT and COUNTY. This Lease, unless signed by a representative of TENANT, is not an offer that COUNTY may accept.

(n) **Waiver of COUNTY's Lien**. COUNTY hereby waives any right it may have to distrain trade fixtures, buildings, tenant improvements or any property of TENANT and any

landlord's lien or similar lien upon trade fixtures, buildings, tenant improvements or any other property of TENANT, regardless of whether such lien is created otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ADVENTIST HEALTH SYSTEM/ SUNBELT, INC. doing business as AdventHealth Hope and Healing Center

By: _____
TIMOTHY COOK, Chief Executive Officer

Date: 2-25-2020

ATTEST:

Christine Toscas
Witness

CHRISTINE TOSCAS
Print Name

Witness

Jordan Murphy
Print Name

BOARD OF COUNTY COMMISSIONERS SEMINOLE, COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: 3-2-2020

As authorized for execution by the Board of County Commissioners at its Feb. 25th, 2020, regular meeting.

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.

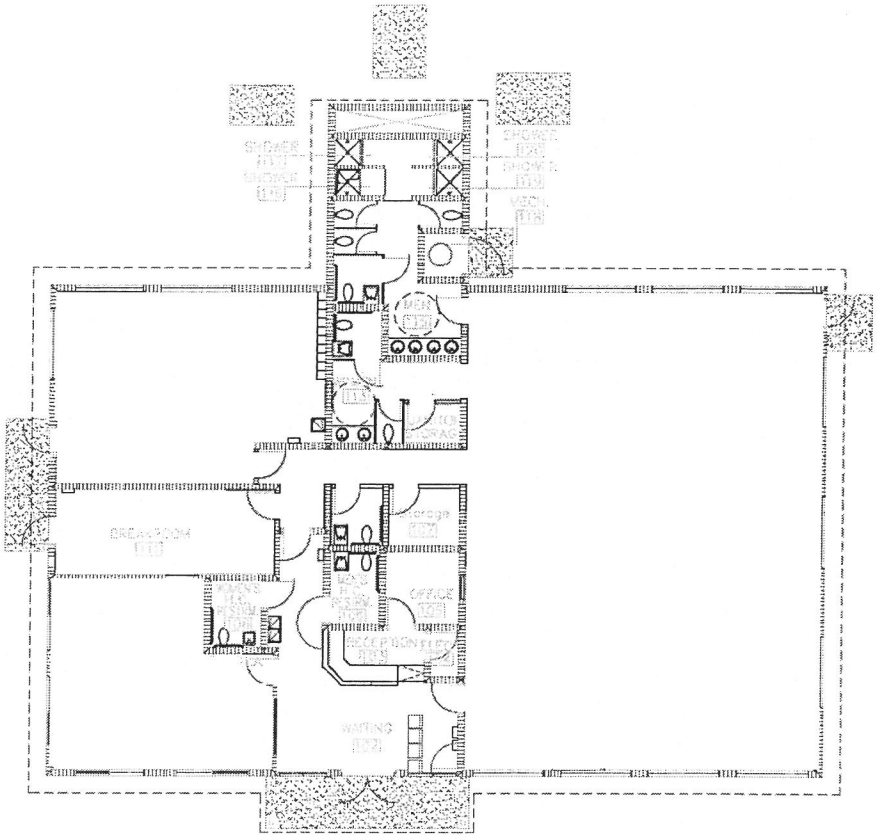
_____
County Attorney

Attachments:

Exhibit A – Leased Premises
Exhibit B – Memorandum of Understanding for Improvements and Alterations and Construction Rider
Exhibit C – Insurance Requirements

EXHIBIT A

LEASED PREMISES



~~ End Exhibit A ~~

EXHIBIT B

MEMORANDUM OF UNDERSTANDING FOR IMPROVEMENTS AND ALTERATIONS AND CONSTRUCTION RIDER

THIS MEMORANDUM OF UNDERSTANDING FOR IMPROVEMENTS AND ALTERATIONS AND CONSTRUCTION RIDER ("Agreement") is made and entered into this 25th day of February 2020 ("Effective Date"), by and among **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida ("COUNTY"); **DENNIS M. LEMMA**, as Sheriff of SEMINOLE COUNTY ("SHERIFF"); and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation doing business as **ADVENTHEALTH HOPE AND HEALING CENTER** ("TENANT").

WHEREAS, any capitalized terms in this Agreement shall have the same meaning as set forth in the Addiction Recovery and Treatment Center Lease Agreement between COUNTY and TENANT effective on February 25, 2020 ("Lease"), unless otherwise indicated in this Agreement; and

WHEREAS, COUNTY has delegated and authorized SHERIFF to complete the Lease improvements and alterations identified in this Agreement.

1. **Improvements and Alterations**.

(a) **Improvements by SHERIFF**. SHERIFF agrees to complete the improvements to the Leased Premises described in this Agreement (the "SHERIFF's Work"), subject to the provisions found in this Agreement, on or before **MAY 1, 2020**, unless another date is otherwise agreed to in a writing signed between SHERIFF and TENANT. SHERIFF shall complete the SHERIFF's Work in a good and workmanlike manner and at its own expense though in-kind donations and monetary donations received through SHERIFF'S Community Foundation. The monetary donations for SHERIFF'S Work are subject to a maximum of **ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000)** (the "Improvements Allowance"). Except for the improvements and alterations specifically described as the SHERIFF's Work and those alterations and installations required by local, state, or federal laws, rules, or regulations, neither SHERIFF nor COUNTY shall have any obligation to make any improvements, alterations, or installations. Upon completion of the SHERIFF's Work, TENANT shall inspect the Leased Premises and TENANT shall accept the Leased Premises in the condition in which the Leased Premises are tendered, subject to any items related to the SHERIFF's Work identified in a punch list created during such inspection by TENANT and confirmed in writing by SHERIFF. SHERIFF and COUNTY agree that the Leased Premises now conform, or that, prior to TENANT's occupancy, the Leased Premises will, at SHERIFF'S expense, be brought into conformance with all federal, state, and local laws, rules, and regulations required to operate a residential drug treatment center and the requirements of the Florida Americans with Disabilities Accessibility Implementation Act, Sections 553.501-553.514, Florida Statutes (2019), providing requirements for persons with disabilities, and with the requirements of 42 U.S.C. §§ 12131 - 12165 (2019) and 28 CFR Part 35 (2019) and the Appendixes to 36 CFR Part 1191 (2019), as

amended, collectively known as the "Americans with Disabilities Act of 1990" and the "ADA Amendments Act of 2008".

(b) **Tenant Alterations**. TENANT shall have the right, at TENANT's expense, to make any alterations and remodeling in and to the Leased Premises during the Term of the Lease upon first having obtained the written consent of COUNTY and providing notice to SHERIFF, and COUNTY shall not unreasonably or capriciously withhold, condition, or delay the consent to any such alterations and remodeling privileges of TENANT. All such alterations, additions, and improvements in or to the Leased Premises shall become the property of COUNTY and shall be surrendered to COUNTY without any payment by COUNTY; therefore, upon the termination of the Lease, whether by lapse of time or otherwise, such alterations, additions, and improvements may not be removed from the Leased Premises without the prior approval of COUNTY; provided, TENANT shall be permitted to remove any and all fixtures and other contents within the Leased Premises. This Section will survive termination of this Agreement.

2. **SHERIFF's Work**. TENANT retains the discretion to approve all plans prior to implementation of SHERIFF's Work, which are described below:

(a) **Interior Additions and Modifications**.

(i) Build out of storage closet.
(ii) Construct entry door to women's restroom.
(iii) Close off existing women's restroom entry door from male dormitory.
(iv) Installation of janitor mop sink.
(v) Installation of all necessary plumbing, electrical and venting for washer and dryer.
(vi) Construction of partition wall between male and female dorm.
(vii) Installation of interior electrical and data cabling for technology and security cameras.
(viii) Painting of interior walls – touch up of existing walls, new paint throughout lobby and paint accent walls as identified by TENANT.
(ix) Replace existing interior lighting with LED bulbs.
(x) Remove and replace lobby floor with new LVT tile.

(b) **Exterior Improvements**.

(i) Installation of parking lot lighting.
(ii) Touch up Paint as needed on exterior of Building.
(iii) Cleaning of exterior of Building.

(c) **Life Safety**.

(i) Installation of Fire Sprinkler System.

(ii) Modifications to fire alarm system as required by local, state, and federal law, rules, and regulations.

(d) **Miscellaneous**. Cleaning of entire space after construction completion in preparation of occupancy.

3. **Changes to SHERIFF's Work**.

(a) With prior approval by TENANT, SHERIFF may make substitutions of material of equivalent grade and quality when and if any specified material shall not be readily and reasonably available, and to make changes necessitated by conditions met in the course of construction, provided that TENANT's prior, written approval of any change shall first be obtained by SHERIFF. TENANT's approval shall not be unreasonably withheld or delayed , and if TENANT does not object to such changes within ten (10) business days following TENANT's receipt of such notice, TENANT's approval thereof shall be conclusively presumed for all purposes.

(b) If any material changes to the SHERIFF's Work are required by any governmental authority, SHERIFF shall promptly notify TENANT in writing of the required changes. If TENANT does not object to such changes within ten (10) business days following TENANT's receipt of such notice, TENANT's approval thereof shall be conclusively presumed for all purposes. If TENANT requests any changes or modifications to the SHERIFF's Work, SHERIFF must agree in writing to any such requested changes or modification before the same shall become effective. TENANT shall pay SHERIFF for all costs and expenses related to such changes requested by TENANT (including, without limitation, all architectural and engineering expenses; the cost of all permits and inspection fees; and SHERIFF's building and contracting costs in connection with effectuating the requested changes) on or before the Commencement Date of the Lease.

4. **Acceptance of Leased Premises**. By taking possession of the Leased Premises, TENANT shall be deemed to have acknowledged that the improvements substantially conform to the SHERIFF's Work and that the Leased Premises are in good condition and repair and are suitable for TENANT's use thereof, subject to the terms of the Lease.

5. **Property of COUNTY**. All of the improvements made to the Leased Premises as a result of the SHERIFF's Work shall become the property of COUNTY upon the completion thereof and shall be deemed a part of the Leased Premises as of the Commencement Date of the Lease.

6. **Term and Termination**.

(a) **Term**. Unless terminated earlier pursuant to Subsection 6.(b) of this Agreement or upon termination of the Lease, the term of this Agreement shall commence as of the **EFFECTIVE DATE** and end upon acceptance of the Leased Premises by TENANT ("Term") pursuant to Section 4 of this Agreement.

(b) **Termination**. This Agreement will automatically terminate upon termination of the Lease by either COUNTY or TENANT.

7. **Notices**. Whenever a party desires to or is required to give notice unto the other party, notice must be given by written notice via any of the following: (a) personal delivery; (b) reliable and reputable overnight delivery service; or (c) registered or certified United States mail, postage prepaid, with return receipt requested, and sent to:

As to COUNTY:

Contracts and Leasing Coordinator
Facilities Management Division/Public Works Department
205 West County Home Road,
Sanford, Florida 32773
Attention: Contracts and Leasing Coordinator

As to TENANT:

AdventHealth Hope and Healing Center
c/o AdventHealth Altamonte Springs
601 East Altamonte Drive
Altamonte Springs, Florida 32701
Attention: Director of Operations, AdventHealth Hope and Healing Center

As to SHERIFF:

Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773
Attention: Manager Administrative Services - Facilities Maintenance

Notice is effective upon personal delivery and when sent via overnight delivery service or registered or certified United States mail. A party may change by written notice as provided above, the addresses or persons for receipt of notices.

8. **Indemnification and Sovereign Immunity**.

(a) **Indemnification**. Each party shall hold harmless the other parties and respective employees and agents of the other parties' from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of the indemnifying party's duties under this Agreement, except for negligent or willful acts or omissions of the indemnified party and the indemnified party's employees and agents.

(b) **Sovereign Immunity**. Notwithstanding the provisions of this Agreement, the parties acknowledge that neither COUNTY nor SHERIFF has neither the statutory authority nor legislative appropriation to indemnify and hold harmless TENANT for losses TENANT may incur from any third party as a result of this Agreement. The parties agree to be responsible for the parties' respective negligent acts or omissions or intentional tortuous acts or noncompliance. The parties agree that each party shall be responsible for the liabilities of the parties' respective agents, servants, and employees, to the extent legally permissible to the parties. Nothing herein shall be construed to be a waiver of sovereign immunity by COUNTY or SHERIFF to which sovereign immunity applies. Nothing herein shall be construed as consent by COUNTY or SHERIFF to be sued by third parties in any matter arising out of this Agreement.

9. **Miscellaneous Provisions**.

(a) **Amendment**. No amendment, revocation or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

(b) **Assignment**. This Agreement, including each right and obligation referenced herein, shall not be assigned by COUNTY or SHERIFF without the express prior written consent of TENANT. TENANT may not assign, without the consent of SHERIFF, this Agreement and any rights and/or obligations of TENANT referenced herein except to TENANT's parent company, any affiliated corporation established by TENANT, or to an entity controlled by or under common control with an entity controlled by TENANT in association with their administration, operation, or ownership of TENANT's operations.

(c) **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Neither this Agreement nor any amendment or modification to this Agreement shall be effective or legally binding until the Agreement or amendment to the Agreement has been approved by TENANT and signed by an authorized representative of all parties. The counterparts of this Agreement and any exhibits may be executed and delivered by facsimile or other electronic means by the parties to the other parties, and the receiving parties may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

(d) **Enforcement Costs**. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, each party shall be responsible for its own attorney's fees, court costs and all expenses if not taxable as court costs, incurred in that action or proceeding, including all appeals.

(e) **Entire Agreement**. This Agreement (together with any and all exhibits attached hereto) constitutes, contains, and is intended as, the entire statement of agreement among the parties with respect to the matters provided for herein, and this Agreement supersedes any and all prior agreements, understandings, and negotiations (whether written or oral) among the parties.

Any exhibit(s) attached to this Agreement shall be deemed part of this Agreement and incorporated as if fully set forth herein.

(f) **Execution/Authority**. Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

(g) **Gender and Number**. When the context hereof requires, the gender of all words shall include the masculine, feminine, and neutral, and the number of all words shall include the singular and plural.

(h) **Governing Law**. This Agreement shall be construed and all of the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida; provided, however, that the conflicts of law principles of the State of Florida shall not apply to the extent that they would operate to apply the laws of another state.

(i) **Headings**. The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions of this Agreement. References in this Agreement to Articles and Sections are to the Articles and Sections of this Agreement.

(j) **Severability**. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

(k) **Successors and Assigns**. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns.

(l) **Venue**. Any action or proceeding seeking to enforce any provision, or based on any right arising out of this Agreement, shall be brought against any party(ies) in the courts of the State of Florida, County of Seminole, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the preceding sentence may be served on the parties anywhere.

(m) **Waiver**. No failure by a party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. Any party may waive compliance by the other parties with any of the provisions of this Agreement if done so in writing. No waiver of any provision shall be construed as a waiver of any other provision or any subsequent waiver of the same provision.

(n) **Conflict**. If the terms of this Agreement and the body of the Lease are in conflict, the terms of this Agreement will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ADVENTIST HEALTH SYSTEM/ SUNBELT, INC. doing business as AdventHealth Hope and Healing Center

ATTEST:

Christine Toscas
Witness

CHRISTINE TOSCAS
Print Name

Witness

Jordan Murphy
Print Name

By: Timothy Cook
TIMOTHY COOK, Chief Executive Officer

Date: 2-25-2020

BOARD OF COUNTY COMMISSIONERS SEMINOLE, COUNTY, FLORIDA

ATTEST:

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

By:
JAY ZEMBOWER, Chairman

Date: 3-5-2020

As authorized for execution by the Board of County Commissioners at its Feb. 25, 2020, regular meeting.

[SIGNATURE PAGE CONTINUES]

DENNIS LEMMA, as Sheriff of Seminole County

ATTEST:

By: _____
DENNIS L. LEMMA, Sheriff

Seminole County, Florida.

Date: 02/26/2020

For the use and reliance of
Seminole County Sherriff's Office only.

Approved as to form and
legal sufficiency.

_____
Mary Ann Klein, General Counsel

~~ End Exhibit B ~~

EXHIBIT C

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation and Employers' Liability Insurance:

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

B. Commercial General Liability Insurance:

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

D. Professional Liability: $ 1,000,000 Per Claim

E. Other Insurance Requirements:

$ 1,000,000	Commercial Crime Policy (Employee Dishonesty)

~~ End Exhibit C ~~

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1202

Title:

Authorize Chairman to execute the Traffic Signal Maintenance Agreement between ECA Buligo Red Willow Partners, LP and Seminole County for the maintenance of the traffic signal at Red Bug Lake Road and Red Willow Plaza. District1 - Dallari **(Jean Jreij, P.E., Public Works Director)**

Division:

Public Works - Traffic Engineering

Authorized By:

Jean Jreij, P.E., Public Works Director

Contact/Phone Number:

Charlie Wetzel/407-665-5684

Background:

The traffic signal at the intersection of Red Bug Lake Road and Red Willow Plaza was installed in January 1999 for the shopping center. The previous owners have sold the property and new owners are ECA Buligo Red Willow Partners, LP. This Agreement is for Seminole County to continue the maintenance of the traffic signal in accordance with the terms of the Agreement.

Staff Recommendation:

Staff recommends authorizing the Chairman to execute the Traffic Signal Maintenance Agreement between ECA Buligo Red Willow Partners, LP and Seminole County for the maintenance of the traffic signal at Red Bug Lake Road and Red Willow Plaza.

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS
DEPUTY COUNTY ATTORNEY
FOR PUBLIC WORKS AND
ENVIRONMENTAL SERVICES
1101 EAST 1ST STREET
SANFORD, FL 32771
(407) 665-7238

TRAFFIC SIGNAL MAINTENANCE AGREEMENT BETWEEN ECA BULIGO RED WILLOW PARTNERS, LP AND SEMINOLE COUNTY

THIS TRAFFIC SIGNAL MAINTENANCE AGREEMENT, made this _____ day of _____, 2023 (the "Effective Date"), by and between **ECA BULIGO RED WILLOW PARTNERS, LP,** a Delaware limited partnership, whose address is 13041 W. Linebaugh Avenue, Tampa, Florida 33626, in this Agreement referred to as the "OWNER", and **SEMINOLE COUNTY**, a Charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as the "COUNTY".

W I T N E S S E T H:

WHEREAS, Chapter 125, Florida Statutes (2023), grants counties broad home rule powers to perform acts in the public interest; and

WHEREAS, OWNER owns land legally described as follows:

Parcel # 24-21-30-506-0000-0020

See attached Exhibit "A" for legal description and sketch

(the "Owner Property"); and

WHEREAS, COUNTY determined in 2007 that a traffic signal was appropriate for the intersection of Red Bug Lake Road and Red Willow Plaza (the "Intersection"); and

WHEREAS, COUNTY and GRE Red Willow, LP, a Delaware Limited Partnership, the prior owner of the Owner Property, agreed that a traffic signal should be installed at the Intersection and, on July 27, 2007, entered a Traffic Signal Maintenance Agreement for the Intersection (the "Prior Agreement"), and

WHEREAS, on September 3, 2020, GRE Red Willow, LP conveyed the Owner Property to LRF1 Red Willow LLC, a Delaware limited liability company by special warranty deed, which was recorded on September 8, 2020, in Book 9698, Pages 591-595, Official Records of Seminole County; and

WHEREAS, on December 14, 2021, LRF1 Red Willow LLC conveyed the Owner Property to OWNER by special warranty deed, which was recorded on December 27, 2021, in Book 10130, Pages 706-712, Official Records of Seminole County; and

WHEREAS, COUNTY and OWNER agree that a traffic signal should continue to be installed at the Intersection; and

WHEREAS, OWNER and COUNTY recognize that a need exists to develop a coordinated effort for the installation and maintenance of traffic signals in order to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County; and

WHEREAS, OWNER and COUNTY desire to enter into a mutually beneficial relationship whereby COUNTY shall maintain a traffic signal at the Intersection, subject to the terms set forth in this Agreement, and the Prior Agreement should be replaced with this Agreement,

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, it is hereby agreed as follows:

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

Section 2. Responsibilities of COUNTY.

(a) Maintenance Service. COUNTY shall provide maintenance service for the traffic signal described in this Agreement, which has been agreed to by COUNTY through its County Traffic Engineer. A specific listing of the traffic signal within the scope of this Agreement is contained in Exhibit B, attached to this Agreement and incorporated by reference, and is subsequently referred to as the Traffic Signal. COUNTY shall maintain the Traffic Signal to the extent of COUNTY's capabilities (in terms of ordinary maintenance and repair) and has the right to charge OWNER an Annual Maintenance Fee for these services.

(b) Additional Costs. Further, COUNTY has the right to seek additional compensation from OWNER for costs it incurs above and beyond normal routine maintenance, to include, but not to be limited to: individually or any combination of mast arms, controller, cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs are not to exceed the actual cost to COUNTY.

(c) Maintenance Standards. COUNTY shall maintain the Traffic Signal in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes (2023), as this statute may be amended from time to time. COUNTY shall also maintain and operate the Traffic Signal in accordance with all other applicable state and COUNTY standards and with emphasis on optimum efficiency and safety as determined by COUNTY's Traffic Engineer.

(d) Request for Payment. COUNTY shall send requests for payment to OWNER of its Annual Maintenance Fee, as calculated in Section 4 below, on a yearly basis. COUNTY shall bill

OWNER for requests for payment of any additional charges, as outlined in Section 2(b) above, which exceed those in Section 3 below, as incurred by COUNTY.

Section 3. Responsibilities of OWNER.

(a) Installation. OWNER shall design and install the Traffic Signal at the Intersection at OWNER'S expense.

(b) Maintenance Payment. Commencing as of the date the Traffic Signal becomes operational, and continuing for so as long COUNTY maintains the Traffic Signal, OWNER shall pay an Annual Maintenance Fee for the services provided by COUNTY pursuant to Section 1(b) of this Agreement. Further, OWNER shall reimburse COUNTY for any costs COUNTY incurs above and beyond normal routine maintenance as described in Section 2(b) of this Agreement. OWNER also is responsible for the full cost of power required to operate the Traffic Signal and shall make payment directly to the appropriate power company.

(c) Time. OWNER shall remit payment for each invoice rendered by COUNTY under this Agreement within thirty (30) days of receipt of COUNTY's request for payment.

(d) Notice to Successors, Grantees, and Assigns. OWNER shall give COUNTY contemporaneous notice of any transfer of fee title for property owned by OWNER and served by the Traffic Signal, unless the transfer is to an affiliate of OWNER. OWNER shall give its successors, grantees, and assigns written notice of this Agreement, which must also be executed in a form adequate for recording in the Official Public Records of Seminole County, Florida. This Agreement, upon recording, will become a covenant running with the Owner Property.

Section 4. Calculation of Charges

(a) Normal Routine Maintenance. OWNER shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services as specified below.

(b) Annual Maintenance Fee Calculation.

(1) The Annual Maintenance Fee is calculated based on dividing the total costs to maintain all of the signals in Seminole County, as documented and tracked by the computerized work management system (Mainstar), by the total number of signals in Seminole County to arrive at an average per intersection cost. This average cost is the fee charged to OWNER as the Annual Maintenance Fee and is calculated each year, based on actual cost averages from the previous year. In addition to the Annual Maintenance Fee, OWNER shall pay COUNTY an amount equal to ten percent (10%) of the full signal maintenance cost calculated above to cover cost escalation risks and other administrative obligations assumed by COUNTY in maintaining the Traffic Signal.

(2) From the effective date of this Agreement until changed pursuant to the criteria specified in this Agreement, the Annual Maintenance Fee for each signal within the scope of this Agreement is as set forth in Exhibit B attached to this Agreement and incorporated by reference, and may be increased or decreased from time to time by the COUNTY's Traffic Engineer with written notice to OWNER.

Section 5. Term. This Agreement takes effect upon execution by COUNTY (OWNER having signed first) and remains in force perpetually unless terminated as provided in this Agreement.

Section 6. Default and Remedies.

(a) It is a default of this Agreement if: (1) OWNER fails to make any payment of costs due under this Agreement or any other sums to COUNTY when due and does not cure such default within thirty (30) days after receipt of written notice of such default; or (2) if OWNER fails in the performance of any other covenant or condition of this Agreement and does not cure such other default within thirty (30) days after receipt of written notice from COUNTY specifying the nature of the default. However, if the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied

within thirty (30) days, OWNER may have such time as is reasonably necessary to remedy the default provided that OWNER promptly and diligently takes such actions as are necessary.

(b) In the event of a default by OWNER, COUNTY has the right, at its option, in addition to and not exclusive of any other remedy COUNTY may have by operation of law, without any further demand or notice, to terminate this Agreement, in which event OWNER shall immediately pay COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per this Agreement accrued through the date of termination; and (2) any other amount necessary to compensate COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by OWNER's failure to perform its obligations under this Agreement.

(c) If either party brings a lawsuit for the recovery of any costs due under this Agreement or any other amount due under the provisions of this Agreement, or if either party brings a lawsuit because of the breach of any other term of this Agreement, the prevailing party will be entitled to be awarded from the other party any and all expenses incurred as a result of the breach, including, but not limited to, reasonable attorney fees. If COUNTY is represented by the County Attorney's Office, then COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by COUNTY.

Section 7. Termination of the Agreement. Without impairing its right to receive OWNER's payments already due, COUNTY may terminate this Agreement as set forth in Section 5 of this Agreement. In the event of such termination, OWNER will be responsible to continue maintenance of the Traffic Signal.

Section 8. Notices.

(a) Notice under this Agreement from one party to the other may be sent to:

For COUNTY:

Seminole County Public Works Director
200 West County Home Road
Sanford, Florida 32771

For OWNER:

ECA Buligo Red Willow Partners, LP
c/o East Coast Management, LLC
Attn: Grace Pierola, Property Manager
13041 W. Linebaugh Avenue
Tampa, Florida 33626

Any party may change, by written notice as provided in, its addresses or persons designated for receipt of notices.

(b) If COUNTY determines it is necessary to change the Annual Maintenance Fee for any given year, then COUNTY shall provide written notice to OWNER of such change at least sixty (60) days in advance of when the new payment will be due.

Section 9. Representations. The undersigned persons signing on behalf of OWNER represent the following: that the undersigned persons are the designated officer, partner, or manager acting for OWNER; that this Agreement has been reviewed and duly approved for execution by all necessary general partners, officers, directors, or managers of the named entity for which the undersigned persons purport to sign with all the formalities required by law for such named entity to enter into a binding Agreement; and that the respective entity has likewise authorized the undersigned persons to bind OWNER to the terms and conditions contained in this Agreement.

Section 10. Severability. If any provision of this Agreement or the application of it to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 11. Entire Agreement.

(a) The entire agreement of the parties is contained in the instant Agreement. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement and supersedes all other written agreements between the parties relating to the subject matter of this Agreement. This Agreement also supersedes the Prior Agreement.

(b) Any alterations, amendments, deletions or waivers of the provisions of this Agreement and any assignment of this Agreement will be valid only when expressed in writing and duly signed by all parties, except as provided in Section 3(b)(2).

Section 12. 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 13. Parties Bound. This Agreement is binding upon and inures to the benefit of the heirs, successors, personal representatives, and assigns of the parties and constitutes a covenant running with the land.

Section 14. Conflict of Interest.

(a) OWNER 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 (2023), as this statute may be amended from time, relating to ethics in government.

(b) OWNER certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes (2023), as this statute may be amended from time, as over 5%), either directly or indirectly in the business of OWNER 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.

(c) OWNER has the continuing duty to report to COUNTY any information that indicates a possible violation of this Section.

Section 15. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret or construe any provision of this Agreement.

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

WITNESSES:

Signature

Allison Almerico
Print Name

Signature

Jennifer Smithers
Print Name

ECA BULIGO RED WILLOW PARTNERS, LP

By:

Christopher Wild
Print Name

Its: Authorized Signatory

10/04/2023
Date

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that, on this 4th day of October, 2023, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared by means of ☒ physical presence or ☐ online notarization, Chris Wild, as Authorized Signatory of ECA Buligo Red Willow Partners, LP, a corporation organized under the laws of the State of Delaware, ☒ who is personally known to me or ☐ who has produced _____ as identification. The officer acknowledged before me that the officer executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Thalia Pierola
Print Name Thalia Pierola
Notary Public in and for the County
and State Aforementioned
My commission expires: 04/26/2026

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

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

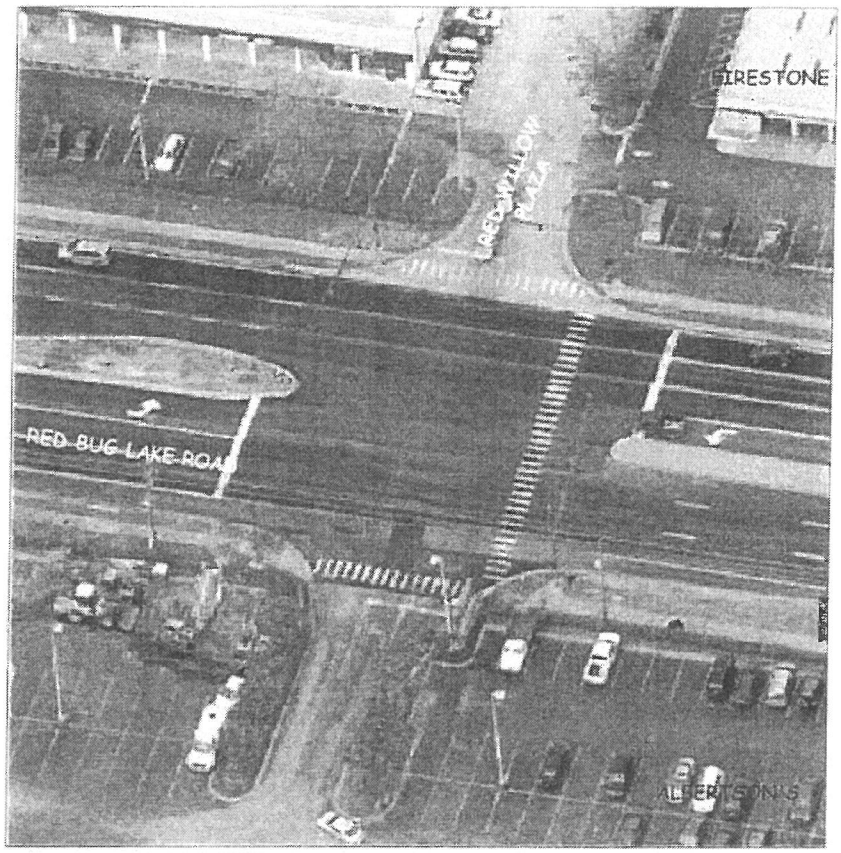
_____
County Attorney

DGS/sfa
08/23/2023
Attachment:
Exhibit A – Legal Description
B - Traffic Signal Inventory List

T:\Users\Legal Secretary CSB\Public Works\Traffic\2023\GRE Red Willow, LP - Traffic Signal Maintenance Agreement.docx

Red Bug Lake Road/Red Willow Plaza
Exhibit "A"

NORTH



SECTION 24 TWP 21 RANGE 30

LEGAL DESCRIPTION

LEG LOT 2 (LESS BEG SW COR RUN E 108.44 FT N 240.08 FT S 56 DEG 19 MIN 2 SEC W 223.36 FT S 33 DEG 40 MIN 58 SEC E 139.67 FT TO BEG & BEG NW COR RUN N 56 DEG 19 MIN 2 SEC E 190.55 FT S 21 DEG 28 MIN 58 SEC E 58 FT S 56 DEG 19 MIN 2 SEC W 115 FT S 3 DEG 27 MIN 29 SEC W 54.65 FT S 56 DEG 19 MIN 2 SEC W 23 FT N 33 DEG 40 MIN 58 SEC W 192 FT TO BEG & RD) RED WILLOW PLAZA
PB 35 PGS 99 & 100

Seminole County Florida's Natural Choice	Red Bug Lake Road Red Willow Plaza Traffic Signal Maintenance Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623 September 2023

EXHIBIT B

SEMINOLE COUNTY – ECA BULIGO RED WILLOW PARTNERS, LP TRAFFIC SIGNAL MAINTENANCE AGREEMENT

The inventory of traffic signal(s) subject to this Agreement:

1. Intersection of Red Bug Lake Road and Red Willow Plaza

Revised Date: 2023

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The Annual Maintenance Fee under Section 3 of this Agreement is as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this Agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this Agreement and to be invoiced annually is $3,600.00 per signal.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1257

Title:

Consideration by the Board of County Commissioners to establish and approve means and methods for the disposition of AC pipe by utilizing any of the three methods: (1) Open Trenching; (2) Close Tolerance Pipe Slurrification (CTPS); (3) Cap and Grout in Place as the approved disposition method for AC Pipe that is to be taken out of service. District2 - Zembower and District4 - Lockhart **(Tony Nelson, County Engineer)**

Division:

Public Works - Engineering

Authorized By:

Jean Jreij, Director of Public Works

Contact/Phone Number:

Tony Nelson/407-665-5763

Background:

The City of Casselberry has an ongoing Northgate Water Main Replacement, Phase 1, project which include the Cap and Grouting of existing in-place AC pipe in county right-of-way. The city has requested approval from staff for approval of the Cap and Grout in place AC method on this project. The Public Works Engineering Manual and Land Development Code state that all out of service AC Pipe shall be removed from the county right- of-way. The Engineering Manual is currently undergoing an update which will include the Cap and Grout in Place method for the treatment of AC pipe. It is the intent of Seminole County is to comply with all federal and state laws, regulations, and guidelines related to the disposition of (AC) pipe that is taken out of services in the right-of-way, including the requirements of the United States Environmental Protection Agency's Asbestos National Emission Standard for Hazardous Air Pollutants (NESHAP).

The three EPA approved methods are:

Open Trench: Open trenching involves excavating the entire AC pipe, wet-cutting the

pipe into sections using a snap cutter or similar tool, wrapping the pipe for containment, and removing the pipe for disposal.

Close Tolerance Pipe Slurrification (CTPS): CTPS involves replacing existing AC pipe completely underground (trenchless), while minimizing the disturbance of above ground structures such as buildings or roadways. With this method, the AC pipe is simultaneously ground up and turned into a cementitious slurry, which is removed by a vacuum truck. A small portion of the slurry (skim coat) remains around the new pipe. The skim coat resolidifies into cement that is nonfriable. When used correctly, CTPS should not leave friable asbestos in the ground.

Cap and Grout in Place: Under this method, the AC pipe is filled with grout to increase strength and stability, capped at both ends, and left in place. The “out of service” AC pipe must be noted permanently in utility records, via GPS Coordinates and in GIS format, and removed at the expense of the entity that capped and grouted the pipe in place if future utility conflicts become apparent in the future. By abandoning the AC pipe in place and installing new line (adjacent or at a different location) without disturbing the existing AC, the pipe replacement project would not be subject to the United States Environmental Protection Agency’s NESHAP requirements. However, if the abandoned AC pipe is acted on in the future in a way that causes the pipe to become friable or otherwise hazardous, the NESHAP would apply and the hazardous condition would have to be remedied at the expense of the entity that capped and grouted the pipe in place.

Requested Action:

Staff recommend the Board approve and authorize the City of Casselberry to utilize the Cap and Grout in place AC pipe treatment method, while the Public Works Engineering Manual is being updated to allow this method.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1095

Title:

Approve Amendments to RFP-603224-18/BJC - State Legislative and Governmental Lobbying Services Agreements with Ronald L. Book, P.A., Hollywood, FL and The Southern Group of Florida, Inc., Tallahassee, to extend the term of the agreements one (1) additional year and authorize the Purchasing and Contracts Division to execute the Amendments. Countywide **(Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department/Division - County Manager's Office

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO, Resource Management Director

Contact/Phone Number:

Tammy Roberts/407-665-7112

Background:

On December 11, 2018, the Board heard presentations, discussed, ranked, and awarded agreements to the top-ranked firms, Ronald L. Book, P.A. and The Southern Group of Florida, Inc., to monitor, identify, and prioritize opportunities and challenges for the County with respect to issues under consideration by the State Legislature, Governor's Office and relevant state agencies, and rule-making bodies.

These amendments will extend the term of each agreement one (1) additional year; all other pricing, terms, and conditions remain the same.

Staff Recommendation:

Staff recommends the Board approve the Amendments to RFP-603224-18/BJC - State Legislative and Governmental Lobbying Services Agreements with Ronald L. Book, P.A., Hollywood, FL and The Southern Group of Florida, Inc., Tallahassee, to extend the term of the agreements one (1) additional year and authorize the Purchasing and

Contracts Division to execute the Amendments.

FIRST AMENDMENT TO STATE LEGISLATIVE AND GOVERNMENTAL LOBBYING SERVICES AGREEMENT
(RFP-603224-18/BJC)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____, and is to that certain Agreement made and entered into on the 3rd day of January, 2019, by and between, **RONALD L. BOOK, P.A.,** a Florida Profit Corporation, whose address is 4000 Hollywood Boulevard, Suite 677-S, Hollywood, Florida 33021, in this Amendment referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 1st First Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, CONSULTANT and COUNTY entered into the above referenced Agreement on January 3, 2019, to provide State Legislative and government lobbying services for Seminole County; and

WHEREAS, the parties desire to amend the term of the Agreement to add one (1) additional year to the current term for a total of six (6) years and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 20 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this First Amendment, COUNTY and CONSULTANT agree as follows:

1. Section 31 of the Agreement is deleted and replaced with the following:

Section 31. Term. This Agreement takes effect on January 1, 2019, and continues through December 31, 2024, with the same annual fee as specified in the Rate

Schedule in Exhibit C to this Agreement. 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.

2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

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

ATTEST:	RONALD L. BOOK, P.A.
_____	_____
Witness	
_____	_____
Print Name	Title
_____	_____
Witness	Date
_____	
Print Name	

[Balance of this page intentionally left blank. Signatory page continues on Page 3.]

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

_____
Witness

_____
Print Name

Date:_____

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney
DGS\sfa
10/18/2023
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-603224 1st Amd (Ronald L. Book, P.A.)rev1.docx

SECOND AMENDMENT TO STATE LEGISLATIVE AND GOVERNMENTAL LOBBYING SERVICES AGREEMENT
(RFP-603224-18/BJC)

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20____, and is to that certain Agreement made and entered into on the 2nd day of January, 2019, as amended on September 11, 2019, by and between, **THE SOUTHERN GROUP OF FLORIDA, INC.**, whose address is 123 S. Adams Street, Tallahassee, Florida 32301, in this Amendment referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 1st First Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, CONSULTANT and COUNTY entered into the above referenced Agreement on January 2, 2019, as amended September 11, 2019, to provide State Legislative and government lobbying services for Seminole County; and

WHEREAS, the parties desire to amend the term of the Agreement to add one (1) additional year to the current term for a total of six (6) years and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 20 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Second Amendment, COUNTY and CONSULTANT agree as follows:

1. Section 31 of the Agreement is deleted and replaced with the following:

Section 31. Term. This Agreement takes effect on January 1, 2019, and continues through December 31, 2024, with the same annual fee as specified in the Rate Schedule in Exhibit C to this Agreement. 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.

2. Except as modified by this Second Amendment, all terms and conditions of the original Agreement, as previously amended, remain in full force and effect for the term of the Agreement.

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

ATTEST:	THE SOUTHERN GROUP OF FLORIDA, INC.
_____	_____
Witness	
_____	_____
Print Name	Title
_____	_____
Witness	Date
_____	
Print Name	

[Balance of this page intentionally left blank. Signatory page continues on Page 3.]

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

_____
Witness

_____
Print Name

Date:_____

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney
DGS\sfa
10/18/2023
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-603224 2nd Amd (Southern Group of Florida, Inc.) rev1.docx

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1159

Title:

Approve the proposed mediated settlement of an auto liability/bodily injury lawsuit (Henry Jones vs. Seminole County, Florida, Case No. 2022CA001281) related to an automobile crash that occurred on May 26, 2020, for the total amount of $95,000, inclusive of attorney's fees. Countywide **(Bill Telkamp, Risk Manager)**

Division:

Resource Management - Risk Management

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Bill Telkamp, Risk Manager/407-665-5258

Background:

On May 26, 2020, Henry Jones was operating a 1995 Chevrolet pickup truck eastbound on SR 436 near Kewannee Trail in Casselberry. A Seminole County rescue vehicle was westbound on SR 436 in emergency response mode. As the rescue vehicle neared Kewannee Trail, paramedics caring for a patient in the rear of the rescue vehicle signaled to the driver that he should downgrade the response to non-emergency. The rescue vehicle driver turned off the vehicle's emergency equipment but was unable to stop for the red traffic signal at SR 436 and Kewannee Trail and proceeded through the red light. Mr. Jones stated he had a green left turn arrow and was making a left turn when his vehicle was struck by the rescue vehicle.

Plaintiff filed the above-referenced lawsuit on June 6, 2022 in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida. Mr. Jones claims various injuries, with documented medical bills exceeding $22,000, and claimed total medical costs exceeding $45,000. A bodily injury claim for a passenger in the Jones vehicle was settled pre-suit for $30,000. As evidenced by the attached signed General Release, Mr. Jones has authorized his counsel to execute a Joint Stipulation for Dismissal with Prejudice of the lawsuit to be filed with the Court by our counsel upon settlement. The proposed settlement of $95,000 is inclusive of attorney's fees and

provides for a full and complete settlement of any and all claims, rights and actions whatsoever that the Plaintiff has or may have against Seminole County.

Staff Recommendation:

Approve the proposed negotiated settlement of any and all claims, rights and actions whatsoever that the Plaintiff has or may have against Seminole County for the total amount of $95,000, inclusive of attorney's fees, and authorize staff and counsel to execute all necessary settlement documents.

GENERAL RELEASE

WHEREAS, a claim and lawsuit (Case no. 2022-A-0012821) for injuries and damages resulting from a certain motor vehicle incident occurring on May 26, 2020 at the intersection of South Semoran Blvd. and Kewanee Trail was brought by HENRY JONES against Defendant SEMINOLE COUNTY, alleging that HENRY JONES sustained injuries from the incident as a result of the actions of agents or employees of SEMINOLE COUNTY; and

WHEREAS, on September 11, 2023 the parties reached a proposed settlement, subject to approval by the Seminole County Board of County Commissioners at its November 14, 2023, or next available Board meeting; and

WHEREAS, pursuant to the proposed mediated settlement, if approved by the Board of County Commissioners, HENRY JONES has agreed to accept the sum of Ninety-Five Thousand DOLLARS and 00/100 ($95,000) and other good and valuable consideration in compromise and settlement of any and all claims he may have, whether now known or contemplated, arising out of the injuries and damages sustained by him, resulting from the action of any agent or employee of SEMINOLE COUNTY and further agrees to execute this General Release as to any and all such claims against SEMINOLE COUNTY and JOHNS EASTERN COMPANY, INC.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, HENRY JONES, for the above-described sum and other good and valuable consideration, does hereby remise, release and forever discharge SEMINOLE COUNTY and JOHNS EASTERN COMPANY, INC. and any of their respective agents, representatives, employees, subsidiaries, divisions, predecessors and successors, and any persons, firms or corporations in privity with them, of and from any and all manner of action

and causes of actions, suits, sums of money, trespasses, agreements, controversies, damages, claims and demands whatsoever, including costs and attorney's fees, in law or in equity, or claims of violations of civil or constitutional rights, either federal or state, or claims of violations of any federal or state discrimination laws which are against SEMINOLE COUNTY and JOHNS EASTERN COMPANY, INC., their predecessors and successors by any reason or matter, cause or thing from the beginning of the world to the date of this General Release.

That HENRY JONES accepts and assumes all risk, chance or hazard that any injuries, damages or losses are now or may become greater, more numerous or more extensive than are now known, anticipated or expected. The undersigned agrees that this Release applies to all injuries, damages or losses of every kind and character which have arisen or which may hereafter arise, even though now unknown, unanticipated or unexpected.

That HENRY JONES further states that at the time of the execution of this General Release, there are no outstanding claims by way of reimbursement or subrogation by insurance carriers, medical providers, psychologists, counselors or other entities for amounts paid on behalf of HENRY JONES by reason of the incident which is the subject matter of the above-described pending lawsuit or, in the alternative, if there are outstanding claims, HENRY JONES will satisfy those claims and will hold SEMINOLE COUNTY harmless from such claims and will satisfy any such outstanding claims which may be outstanding at the present time, including, but not limited to, liens for the provision of medical and psychological services or liens held by Medicaid or Medicare or any other federal or state agency.

In reaching agreement on the terms of this General Release, to the extent of HENRY JONES' entitlement to Medicare benefits, under 42 U.S.C. § 1395y, and entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant

to 42 U.S.C. § 1395y(b)(2), to recover any conditional payment made by CMS. HENRY JONES and HENRY JONES' Counsel understand and agree that as used in this Release, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance).

The parties agree that this General Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of conditions HENRY JONES alleges are related to the incident that is the subject of Releasor's Complaint. The parties agree that this settlement is intended to provide HENRY JONES with a lump sum payment which will foreclose SEMINOLE COUNTY'S responsibility for future payment of all injury-related medical expenses.

The parties to this General Release understand that many common medical expenses are not payable or reimbursable under the Medicare program. These medical expenses, not covered by Medicare, but may be necessary in the ongoing treatment of HENRY JONES' injury, and without an admission of liability on the part of SEMINOLE COUNTY, have been taken into consideration in the calculation and settlement of HENRY JONES' future medical expenses. HENRY JONES acknowledges that any decision regarding entitlement to Medicare or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments, is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations. As such, the United States Government is not bound by any of the terms of this Release.

HENRY JONES has been apprised of his right to seek assistance from legal counsel of

his choosing or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on HENRY JONES' current or future entitlement to Social Security or other governmental benefits. HENRY JONES acknowledges that acceptance of these settlement funds may affect HENRY JONES' rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, HENRY JONES desires to enter into this Release agreement to settle his injury claim according to the terms set forth in this General Release.

To the extent Medicare has paid for HENRY JONES' medical costs, expenses, or fees for his injuries he relates to the incident described in the Complaint, and Medicare has a conditional payment claim as a result of same, HENRY JONES and HENRY JONES' attorney agree to inform the Coordination of Benefits and Recovery Contractor of this settlement in order to obtain the Final Demand and resolution of the conditional payment amount. HENRY JONES and HENRY JONES' attorney further agree that Medicare's lien will be satisfied by cutting separate checks to Medicare and HENRY JONES'S counsel. HENRY JONES warrants that all payments due and owing to Medicare are and will be the sole and exclusive responsibility of the HENRY JONES, and further agree that HENRY JONES will indemnify and hold harmless SEMINOLE COUNTY for any and all amounts paid and/or sought by Medicare/CMS from Releasees.

That HENRY JONES further covenants and agrees to indemnify, defend, save and hold harmless SEMINOLE COUNTY, JOHNS EASTERN COMPANY, INC. and any of their respective agents, representatives, employees, subsidiaries, divisions, predecessors and successors, and any persons, firms or corporations in privity with them, from any and all actions, causes of action, claims, demands or damages, either now known or to arise in the

future, by any persons, firms, corporations or entities seeking reimbursement, compensation or payment arising out of the alleged incident described herein, specifically including, but not limited to, any claim or lien of Medicare, Medicaid or any of their affiliated agencies, any health care provider for injuries sustained in this incident or any insurance carrier providing benefits related to this incident.

That HENRY JONES and his attorneys further state that at the time of the execution of this General Release, there are no outstanding claims by way of reimbursement, subrogation or liens by any entity for amounts paid on behalf of HENRY JONES for expenses incurred as a result of the incident described herein or that if such liens, reimbursement or subrogation rights exist, they will be satisfied in full from the proceeds of this settlement.

By entering into this General Release, HENRY JONES represents that he has completely read this entire GENERAL RELEASE, consisting of six pages, that he can read and speak English, and that he fully understands, and voluntary accepts the terms and consequences of this RELEASE.

The undersigned warrants and agrees that no promise or inducement not herein expressed has been made, that payment of the above-referenced sum is in compromise, settlement and full satisfaction of all the aforesaid actions, claims and demands whatsoever, that the undersigned is over eighteen (18) years of age and legally competent to execute this General Release, and that the undersigned is fully informed of the contents of this General Release and signs it with full knowledge of its meaning.

IN WITNESS WHEREOF, the undersigned hereby sets his hand and seal this 24 day of October 2023.

HENRY JONES

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was sworn to and signed before me by means of ___ physical presence or ✓ online notarization, by _____ who is personally known to me or who produced _____ as identification, this 24 day of October, 2023.

NOTARY PUBLIC
My Commission Expires:_____

DAISY QUINONES
Commission # HH 295799
Expires August 1, 2026

DAISY QUINONES
Commission # HH 295799
Expires August 1, 2026

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1161

Title:

Approve the proposed negotiated settlement of all workers' compensation claims by a retired firefighter, which includes a 2006 back injury claim (Claim #358438) and a 2020 hearing loss claim (Claim #1014581) for the total amount of $103,500, inclusive of attorney's fees and costs. Countywide **(Bill Telkamp, Risk Manager)**

Division:

Resource Management - Risk Management

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Bill Telkamp, Risk Manager/407-665-5258

Background:

Claimant is a retired Seminole County firefighter who has requested, through his attorney, to come to a washout settlement of his workers' compensation claims. A negotiated settlement, subject to Board approval, has been negotiated for the total amount of $103,500, inclusive of attorney's fees and costs. Under the terms of the negotiated settlement, the claimant agrees to a complete, entire, and final release and waiver of any and all benefits - past, present, and future - that the claimant is, or may be, entitled to under Chapter 440, Florida Statutes, for these claims, and any other claims, causes of action or rights that the claimant may have against Seminole County.

Staff Recommendation:

Approve the proposed negotiated settlement of all outstanding claims, causes of action or rights that the claimant has or may have against Seminole County for the total amount of $103,500, inclusive of attorney's fees and costs, and authorize staff and counsel to execute all necessary settlement documents.

SEPARATION AGREEMENT AND GENERAL RELEASE

The parties have reached a contingent settlement of all claims, the terms of which are set forth below. The settlement is contingent on Employer approval. Should that approval be given the terms of settlement are as follows:

1. Seminole County, Florida, hereinafter referred to as Employer and Edward Pando, hereinafter referred to as Employee, desire to reach an amicable resolution of all issues related to Employee's employment and termination of employment with Employer.

2. The term "Employee" includes Edward Pando and all his heirs, estate, executors, administrators, successors and assigns. The term "Employer" includes Seminole County, Florida, its affiliated entities, present and former employees, officers, directors and agents as well as their successors and assigns.

3. In exchange for the execution of this Agreement and compliance with the promises made in it, Employer agrees to pay the sum of $100.00 as consideration.

4. In exchange for the receipt of $100.00, Employee voluntarily releases and forever discharges Employer, its affiliated entities, their present and former employees, officers, directors and agents, as well as their successors (hereafter referred to collectively as "Employer") from all claims Employee had, or now has, as of the date of the signing of this agreement. Employee promises not to sue or start any legal proceedings against Employer arising from his employment, including any and all claims arising under any of the following: Title VII; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Employee Retirement Income Security Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Occupational Safety and Health Act; the National Labor Relations Act; the Fair Labor Standards Act; the Civil Rights Act of 1866; the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Florida Civil Rights Act of 1992; claims relating to retaliatory discharge under section 440.205, Florida Statutes; any other federal, state or local civil or human rights law including but not limited to the Florida Human Rights Act; any local, state, or federal law, regulation or ordinance; and

any claim based upon public policy, breach of implied or express employment contract or tort law.

5. This Agreement terminates all aspects of the relationship between Employer and Employee for all time. Employee voluntarily and without coercion resigns from his employment with Employer, effective immediately upon his execution of this Release and waives any right(s) to, and will not seek or otherwise apply for, reinstatement, employment or re-employment with Employer.

6. This Agreement is for the purpose of settling an existing dispute between Employee and Employer, and Employer does not admit by the entering into of this Agreement that it violated the ADA or any other federal or state law or regulation, and specifically denies any such violation.

8. Employee also agrees to execute the attached General Release of All Claims.

9. Employee is hereby given up to twenty-one (21) days from the date of presentation of this Agreement to consider its provisions and to consult with his attorney, accountant, spouse, or any other person whose advice he values.

10. Employee may revoke this Agreement within seven (7) days following the date of execution of this Agreement by all parties. The parties agree that the provisions of this Agreement do not become effective or enforceable until the seven-day revocation period has expired. If Employee were to revoke this Agreement, Employer has the option of voiding the entire settlement or proceeding with settlement of only the workers' compensation claims.

11. Upon expiration of the seven (7) day period, Employee and Employer shall be bound by the terms of this Agreement and the General Release of All Claims, and Employer shall have thirty (30) days from the date that the Judge mails the Order approving the attorney's fee and allocation of child support arrearage to pay the foregoing consideration.

12. Employee was represented by counsel or has had an opportunity to consult with his counsel before signing this Agreement and has read and fully understands the terms and conditions of this Agreement.

13. Should any portion, word, clause, phrase, sentence, paragraph or sub-paragraph of this Separation Agreement and General Release be declared void

or unenforceable, such portion, word, clause, phrase, sentence, paragraph or sub-paragraph shall be modified, severed and/or deleted in such a manner as to make this Agreement as modified legal or enforceable to the fullest extent permitted under law.

This Separation Agreement and General Release was signed by the Employee on the ____ day of October, 2023.

Edward Pando
Employee

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 19 day of October, 2023 by Edward Pando, ____ who is personally known to me or X who has produced Drivers License as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

SYDNEY DRAGON
Notary Public - State of Florida
Commission # HH 339630
My Comm. Expires Dec 7, 2026

(Serial number, if any)

STATE OF FLORIDA
OFFICE OF THE JUDGES OF COMPENSATION CLAIMS
ORLANDO DISTRICT

EMPLOYEE:
Edward Pando

EMPLOYER:
Seminole County, Florida
1101 East First Street
Sanford, Florida 32771

CARRIER/SERVICING AGENT:
Johns Eastern Company, Inc.
Post Office Box 110279
Lakewood Ranch, Florida 34211

REPRESENTED BY:
Jeffrey Bordulis, Esquire
272 West Warren Avenue
Longwood, Florida 32750

REPRESENTED BY:
Michael Broussard
Broussard, Cullen & Eldridge, P.A.
1115 East Concord Street
Orlando, Florida 32803

GENERAL RELEASE OF ALL CLAIMS

The parties have reached a contingent settlement of all claims, the terms of which are set forth below. The settlement is contingent on Employer approval. Should that approval be given the terms of settlement are as follows:

KNOW ALL PERSONS BY THESE PRESENTS:

That Edward Pando, hereinafter referred to as Employee, Social Security Number XXX-XX-6149, for and in consideration of the items listed below and for other good and valuable consideration to be received from or on behalf of Seminole County, Florida, hereinafter referred to as Employer, the receipt and adequacy of which is hereby acknowledged, hereby covenants and agrees to the following; and in exchange for the promises of the Employer and Employee contained in this General Release of all Claims, the parties mutually agree as follows:

1. This is intended to be a complete, entire, and final release and waiver of any and all benefits – past, present, and future – that Employee is, or may be, entitled to under Chapter 440, Florida Statutes, and any other claims, causes of action or rights that the Employee may have against the Employer/Carrier/Servicing Agent.

Employee's entitlement to medical and indemnity benefits will cease upon board approval.

2. The term "Employee" includes Edward Pando and all his heirs, estate, executors, administrators, successors, and assigns. The term "Employer" includes Seminole County, Florida, its affiliated entities, present and former employees, officers, directors, and agents, as well as their successors and assigns.

3. The Employer, through its workers' compensation insurance carrier, will pay to the Employee the sum of $103,500.00 as consideration of the Employee's release of the Employer for the industrial accident(s) which occurred on 08/29/2006, 07/29/2007, 07/14/2020, and any and all other injuries, whether now known or unknown, present or future, arising out of his employment with the Employer. Said payment shall be made and completed by the Employer within thirty (30) days from the date that the Judge mails the Order approving the attorney's fee and allocation of child support arrearage. Employee will pay his attorney the sum of $11,100.00 as attorney's fee out of the above settlement. The Employee will pay $14.00 to his attorney as costs out of the above settlement.

4. Employee is responsible for satisfying any and all outstanding attorney's fee liens.

5. The Employee expressly acknowledges that this settlement incorporates all known or unknown accidents, diseases or injuries, and that valuable consideration was received for releasing the Employer from any and all claims arising from the Employee/Employer relationship that existed between the parties.

6. To procure payment of said sum, the Employee hereby declares that he is more than eighteen (18) years of age; that no representations about the nature and extent of said injuries, disabilities, or damages by a physician, attorney, or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties released, has induced the Employee to make this settlement; that in determining said settlement there has been taken into consideration, not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from said accidents and the Employee's employment with the Employer.

7. The Employee understands that the parties hereby released admit no liability of any sort by reason of the Employee's employment or said accident(s), and

that said payment and settlement in compromise is made to terminate further controversy regarding all claims, including damages that the Employee has heretofore asserted or that the Employee or the Employee's personal representatives might hereafter assert because of said accident(s) and the Employee's employment with the Employer.

8. The persons whose signatures are below acknowledge that they have full authority to execute this General Release on behalf of the parties for whom they are signing.

9. In executing this General Release, the Employee further represents and attests that this General Release was signed by the Employee knowingly, voluntarily, freely, and of his own volition after advice and consultation with counsel.

10. Should any portion, word, clause, phrase, sentence, paragraph or subparagraph of this General Release be declared void or unenforceable, such portion, word, clause, phrase, sentence, paragraph or sub-paragraph shall be modified, severed and/or deleted in such a manner as to make this General Release as modified legal or enforceable to the fullest extent permitted under law.

12. **CONSIDERATION OF FUTURE MEDICARE-COVERED EXPENSES RELATED TO WORK ACCIDENT** – In reaching this agreement, the parties have considered the present value of all future payments and monetary compensation, impairment benefits, and death benefits potentially payable to the Employee under the Florida Workers' Compensation Law on account of the injury referenced herein. The parties recognize that the injured Employee's date of birth is [redacted] and that he has a remaining life expectancy of [redacted] years, or [redacted] weeks. The parties recognize that it is highly likely that the Employee will lose money on a periodic and/or constant basis in the future. Therefore, the parties consider the sum of $23,071.50 to actually be the present worth of all future payments of indemnity which may be payable at $20.67 per week. The Employer/Carrier/Servicing Agent's right to offset workers' compensation indemnity benefits due, under Florida's Workers' Compensation Act, against benefits payable on account of total disability under CHAPTER 42, UNITED STATES CODE is also included in these calculations and has already been considered by the parties in reaching this agreement.

In reaching this agreement, the parties have considered that many common medical expenses are not paid or reimbursable under certain group health policies or the Federal Medicare program or Medicare Advantage Plans. These medical expenses include travel expenses, prescription medications, routine follow-up

visits, supportive devices, medical comfort services, emergency room treatment and hospitalization not covered by Medicare or Medicare Advantage Plans but necessary in the ongoing treatment of the workers' compensation injury. It is the intent of the parties that future medical expenses in the amount of $34,607.25 shall be utilized by the Employee for these non-covered services. This payment is equal to $31.01 per week, representing those services not covered by Medicare brought forward in one lump sum.

Further, it is not the purpose of this settlement agreement to shift to Medicare or a Medicare Advantage Plan the responsibility for payment of future medical expenses for the treatment of work-related conditions. Instead, this settlement agreement is intended to provide the Employee with a lump sum which will foreclose the Employer/Carrier/Servicing Agent's responsibility for future payments of all work-related medical expenses. In accepting this settlement, the Employee realizes, understands and agrees that Medicare or a Medicare Advantage Plan may not be obligated to pay for medical expenses related to this work accident.

The Employee agrees that this settlement includes payment of $34,607.25 for alleged work-related medical conditions and treatment and it is the sole responsibility of Employee to ensure that such funds are to be used for the payment of care and treatment of such work-related conditions. The Employee further agrees that the settlement covers any and all liens and Federal rights of recovery under the Social Security Act Section 1862(b) {42 USC Section 1395y(b)(5) and Applicable regulations found at 42 CFR Part 411 (1990) (Medicare Secondary Payer Act), and that any such lien will be paid out of the proceeds of this settlement. Employee further agrees to indemnify the Employer/Carrier/Servicing Agent and counsel for Employer/Carrier/Servicing Agent for any claim or potential claim of Medicare for payment of any lien or right of recovery as outlined above, arising out of benefits paid to or on behalf of the Employee for any care or treatment provided as the result of the Employee's alleged work-related conditions.

Employee affirmatively states that as of the time of this settlement he is not receiving Medicare or Medicare Advantage Plan benefits. The Centers for Medicare and Medicaid Services have stated in a memorandum circulated to its regional offices that only those workers' compensation settlements wherein the Employee is (1) already a Medicare beneficiary, and the settlement amount is greater than $25,000.00 <u>or</u> (2) has a reasonable expectation of Medicare enrollment within thirty months of the settlement date, <u>and</u> the anticipated total settlement amount is greater than $250,000.00 over the life of the Employee, require

Medicare's approval. The parties agree that this settlement does not meet either threshold criteria for Medicare approval. Even so, the parties have taken Medicare's interests into account. Employee has been informed and is aware that it is not the purpose of this settlement agreement to shift responsibility of medical care in the matter to the Medicare program.

Employee acknowledges that he has not relied on any representations or advice of counsel of the Employer/Carrier/Servicing Agent, their attorneys, agents or adjusters, or any advice or representatives of his attorney regarding the Employee's entitlement to Social Security Medicare, Medicare Advantage Plan or Medicaid benefits and the impact the terms of this Agreement may have on such benefits. The Employee further acknowledges that any decision regarding entitlement to Social Security Medicare, Medicare Advantage Plan or Medicaid benefits including the amount and duration of payments and offset reimbursement for prior payments, is exclusively within the jurisdiction of the Social Security Administration, the United State Government, and the United States Federal courts and is determined by federal law. As such, the United States Government is not bound by any of the terms of this Agreement.

The Employee has been apprised of his right to seek assistance from legal counsel of his choosing or directly from the Social Security Administration, Medicare Advantage Plan or other governmental agencies regarding the impact that this Agreement may have on the Employee's present or future entitlement to Social Security, Medicare Advantage Plan or other government benefits. Notwithstanding the foregoing, the Employee desires to enter into the terms of this Agreement.

The Employee has been advised and fully understands that conditional payment information (any benefits paid by Medicare or Medicare Advantage Plan up to the date of settlement) has been requested from CMS or the Medicare Advantage Plan and that said conditional payments, if any, are the responsibility of the Employee and must be satisfied out of these settlement proceeds.

13. The Employee stipulated that he is: **(Check the applicable sentence below)**

X Not currently receiving Social Security Disability or Retirement benefits and is not otherwise Medicare eligible. Employee has not applied for Social Security benefits.

___ Not currently receiving Social Security Disability or Retirement benefits but has applied for benefits and is not otherwise Medicare eligible.

___ Not currently receiving Social Security Disability or Retirement benefits but has applied for benefits and has been denied benefits and is not otherwise Medicare eligible. Employee is not appealing the decision and is not reapplying for benefits.

___ Deemed disabled by Social Security. Is not currently a Medicare beneficiary but has reasonable expectation that ____ will have Medicare coverage in the next 30 months.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this instrument on the dates written below.

This General Release of All Claims was signed by the Employer/Carrier/Servicing Agent on the ____ day of October, 2023, and by the Employee on the 19 day of October, 2023.

Edward Pando, Employee

Jeffrey Bordulis, Esquire
Attorney for Employee/Claimant

Michael Broussard
Attorney for
Employer/Carrier/Servicing Agent

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1162

Title:

Award IFB-604626-23/MHH - Purchase and Delivery of Sodium Hypochlorite to Allied Universal Corporation, Miami, and authorize the Purchasing and Contracts Division to execute the Agreement. The estimated annual amount is $1,545,600.00. Countywide (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department -Utilities

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Michael Hall, Senior Procurement Analyst/407-665-7115

Background:

IFB-604626-23/MHH provides a qualified contractor responsible for providing and delivering Sodium Hypochlorite to the Environmental Services Department at the county-operated locations as defined in the Scope of Services.

This project was publicly advertised, and the County received two (2) responsive, responsible bids. The Review Committee, which consisted of Elisa Williams, Utilities Operations Division Manager, Steven Sullivan, Chief Wastewater Operator, David Wright, Chief Operator, and James Farina, Chief Water Treatment Operator, reviewed the bids. Consideration was given to the contractor's ability, capacity and skill, references, warranty and delivery availability, and bid price. The Review Committee recommends award of the Agreement to the lowest priced responsive, responsible bidder, Allied Universal Corporation, Miami.

Authorization for performance under this Agreement will be in the form of Release Orders issued and executed by the County. The agreement will take effect on the date of its execution and will remain in effect for a period of three (3) years. At the sole option of the County, the agreement may be renewed for two (2) successive periods

not to exceed one (1) year each. The total estimated annual amount of these services is $1,545,600.00.

Staff Recommendation:

Staff recommends that the Board award IFB-604626-23/MHH - Purchase and Delivery of Sodium Hypochlorite to Allied Universal Corporation, Miami, for the estimated annual amount of $1,545,600.00 and authorize the Purchasing and Contracts Division to execute the Agreement.

TERM CONTRACT FOR PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE (IFB -604626-23/MHH)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **ALLIED UNIVERSAL CORP.**, duly authorized to conduct business in the State of Florida, whose address is 3901 NW 115 Avenue, Miami, FL 33178, 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 the purchase and delivery Sodium Hypochlorite to Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide materials to COUNTY, and desires to provide materials 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. COUNTY hereby retains CONTRACTOR to provide materials 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 will be specifically enumerated, described, and depicted in the Release Orders

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

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release 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. Authorization for provision of materials by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials required, state the dates for delivery of materials, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release 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 to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

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

Section 6. Payment and Billing.

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

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials 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 are provided, but not more than once monthly. Each Release 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 provided, the cost of the materials provided, the name and address of CONTRACTOR, Release 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 Environmental Services
500 W. Lake Mary Boulevard
Sanford, FL 32773

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

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials required under this Agreement and upon acceptance of the materials 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 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 Release 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 Release Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Pollution Liability	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard

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

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

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

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either

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

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

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

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

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

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

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

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

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

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

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

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

For COUNTY:

Seminole County Environmental Services
500 W. Lake Mary Boulevard
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Allied Universal Corp.
3901 NW 115 Avenue
Miami, Florida 33178

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

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

Section 32. E-Verify System Registration.

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

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

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

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

ATTEST:

Allied Universal Corporation

_____
Witness

By:_____
JAMES PALMER, President

_____
Print Name

_____
Witness

_____
Print Name

(CORPORATE SEAL)

SEMINOLE COUNTY, FLORIDA

_____
Witness

By:_____
TAMMY ROBERTS,
Procurement Administrator

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
DGS/dbd

Attachments:

Exhibit A - Scope of Services
Exhibit B - Sample Release Order
Exhibit C – Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

Scope of Services

1. The Contractor will provide sodium hypochlorite solution at 12.5% available chlorine as per AWWA B300-10 for the County Environmental Services Department. Sodium hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Foundation Standard 60 (ANSI/NSF Standard 60), drinking water treatment chemicals health effects.

2. Sodium hypochlorite (12.5% available chlorine) delivered shall be in accordance with the American Water Works Association's (AWWA's) Standard B-300-10 for hypochlorite. Upon request, the Contractor shall supply the County with a written chemical analysis of any shipment.

3. Sodium hypochlorite delivered under this contract shall have a minimum of 125 grams per liter available chlorine equivalent to 12.5% sodium hypochlorite by weight.

4. Sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:

   - Iron <0.3 mg/L
   - Copper <0.03 mg/L
   - Nickel <0.03 mg/L
   - Chlorate <2,500 mg/L
   - Bromate ≤20 mg/L

5. The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 2 minutes for 1,000 ml when applying the *"Suspended Solids Quality Test for Bleach Using the Vacuum Filtration"* Method co-developed by Dr. Bernard Bubnis of NovaChem.

6. A certified analysis from the manufacturer shall be submitted for each sodium hypochlorite delivery to Seminole County. The report shall contain the following data:

   - Date and time of manufacture
   - Date and time of analysis
   - Percent by weight sodium hypochlorite
   - Percent by weight excess sodium hydroxide
   - Specific gravity (referenced to a temperature)
   - Suspended solids test time
   - Filtration time
   - ANSI/NSF Standard 60 and ANSI/AWWA Standard B300-10 compliance certification

7. The Contractor shall be responsible for cleanup of any spilled product. Upon notification, the Contractor will respond within two (2) hours to perform any necessary actions to properly remove and dispose of spillage. The Contractor will repair any damage caused by spillage and is responsible for the costs of all materials, labor or permits necessary to do so.

8. The Contractor shall conduct, at no cost to the County, an annual, on-site safety instruction session with County personnel. This session shall cover the characteristics and safe handling of sodium hypochlorite. The instruction session shall be a minimum duration of four (4) hours.

The date and time of said session shall be coordinated with the County. The County will furnish a suitable training area for this session.

Mandatory Requirements

1. Delivery shall occur no later than five (5) calendar days from receipt of delivery order. The Contractor shall notify SCADA (407-665-2767) one (1) hour before delivery to the plant location. Delivery times shall be between the hours of 0800 and 1400 hours, Monday through Friday. Any exceptions shall be pre-approved by the County. Failure of the Contractor to meet these delivery requirements shall result in immediate cancellation of the delivery order with no expense to the County.

2. Emergency deliveries shall be made within twenty-four (24) hours of notification of need.

3. All delivery tanker trucks shall be equipped with an emergency shut-off valve. The Contractor shall supply and install, at no cost to the County, any adapter(s) necessary to effect proper and safe off-loading of product. The County, prior to installation, shall approve any adaptors or equipment furnished to meet this requirement. Said tankers shall not be used to ship any other product on a rotational basis with the exception of higher concentrations of the same product. The tanks or trailers shall be clean and free of any residue that may contaminate the Contractor's product or impede the unloading process. All appurtenant valves, pumps and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. Deliveries to the Indian Hills WTP, must be completed by small delivery truck due to physical limitations at the sites. All delivery tanker trucks with sleeper cabs or longer than 47 feet will be denied entry and returned to the Contractor with no expense to the County.

4. Seminole County security procedures require that each delivery driver and tanker be properly identified and authenticated prior to entry to any water or wastewater facility. Drivers shall have in their possession the appropriate driver's license and a valid company ID. Upon arrival, both shall be presented to County employees accepting delivery of product. Failure to do so will result in refusal of the shipment. The County reserves the right to inspect and/or search any delivery vehicle attempting to enter the premises. All delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement.

5. Delivery Locations and Quantities:

   - Southeast Regional Water Treatment Facility, 3300 Dike Rd., Winter Park, FL 32792
     Two (2) 15,000-gallon tanks (30,000 gallons total)

   - Indian Hills Water Treatment Facility, 1900 Wilshire Blvd, Fern Park, FL 32730
     Two (2) 2,100-gallon tanks (4,200 gallons total)

   - Country Club Water Treatment Facility, 299 Silk Bay Pl, Lake Mary, FL 32746
     Two (2) 1,800-gallon tanks (3,600 gallons total)

- Markham Regional Water Treatment Facility, 5651 Lake Gussie Cir, Sanford, FL 32771
  Two (3) 4,000-gallon tanks (12,000 gallons total)

- Lynwood Water Treatment Facility, 1003 Jerome Way, Apopka, FL 32703
  Two (2) 1,000-gallon tanks (2,000 gallons total)

- Greenwood Wastewater Treatment Facility, 701 Greenway Blvd, Lake Mary, FL 32746
  Four (4) 2,000-gallon tanks (8,000 gallons total)

- Yankee Lake Wastewater Treatment Facility, 501 Yankee Lake Rd, Sanford, FL 32779
  Two (2) 7,000-gallon tanks (14,000 gallons total)

- Yankee Lake Surface Water Plant, 501 Yankee Lake Rd, Sanford, FL 32779
  Two (2) 7,000-gallon tanks (14,000 gallons total)

6. Minimum delivery amount: 50 gallons; maximum delivery amount: 10,000 gallons.

7. The Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

8. The Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Contractor shall provide for removal of all debris from County property. The Contractor shall at all times guard against damage or loss to property of Seminole County, or of other contractors or sub-contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agent. The Contractor shall at all times guard against injury to Seminole County employees.

9. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS.
   Any item delivered under a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

   A. The chemical name and the common name of the toxic substance.

   B. The hazards or other risks in the use of the toxic substance, including:

      1. The potential for fire, explosion, corrosiveness, and reactivity.
      2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
      3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedures for spills, fire, disposal, and first aid.

E. A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

10. The Contractor must strictly comply with all Federal, State, and local safety codes.

11. Due to specification number 12, Suppliers are invited to inspect each tank location to ascertain the condition of the tank and its contents. The contacts for scheduling any tank inspection are Michael Hall (407) 665-7115 and Tammy Roberts (407) 665-7112.

12. At any time during the performance of this Agreement, if Seminole County has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall clean out the tank at no charge to Seminole County within seven (7) days, unless such time frame is extended by Seminole County. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to Seminole County for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the *sole discretion* of Seminole County. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to Seminole County. Failure of the Contractor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this time frame specified by Seminole County) shall be cause for contract termination.

13. Authorization for delivery of materials by the successful Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County. Each Release Order shall describe the materials required and shall state the delivery information.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

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

Board of County Commissioners
RELEASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

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

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

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sodium Hypochlorite (12.5% available chlorine)	920000	Gallons	$1.68	$1,545,600.00
	Total				$1,545,600.00

EXHIBIT "D"

Agreement Name: PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE

Agreement Number: IFB-604626-23/MHH

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604626-23/MHH are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604626-23/MHH for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

DATED this 28th day of September, 2023.

Allied Universal Corporation
Consultant Name

By: _____
Print Name: Cristhianne Munguia
Title: Bid Coordinator

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 28th day of September, 2023, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Cristhianne Munguia, ☑ who is personally known to me or ☐ who has produced _____ as identification.

_____ / Atabeira Piedra
Print Name
Notary Public in and for the County
and State Aforementioned Miami-Dade, FL
My commission expires: 9/21/2024

ATABEIRA PIEDRA
Notary Public - State of Florida
Commission # HH 045013
My Comm. Expires Sep 21, 2024
Bonded through National Notary Assn.

E-Verify Affidavit
Revised 11/2020

Seminole County
Resource Management - Purchasing & Contracts
Diane Reed, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

IFB No. IFB-604626-23/MHH

PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE

RESPONSE DEADLINE: Wednesday, October 4, 2023
Report Generated: Monday, October 16, 2023

Response 1	Response 2
Allied Universal Corporation 3901 NW 115 Avenue Miami, FL 33178 Robert Namoff bids@allieduniversal.com Phone: (305) 888-2623	Odyssey Manufacturing Co. 1484 Massaro Boulevard Tampa, FL 33619 Patrick Allman pallman@odysseymanufacturing.com Phone: (813) 635-0339
$ 1,545,600.00	$1,794,000.00

Tabulated by Michael Hall, Senior Procurement Analyst, on October 4, 2023, at 2:00 pm.

Recommendation to Award to Allied Universal Corporation set for BCC Approval on November 14, 2023.

Seminole County
Resource Management - Purchasing & Contracts
Diane Reed, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATION TABULATION

IFB No. IFB-604626-23/MHH

Purchase and Delivery of Sodium Hypochlorite

RESPONSE DEADLINE: October 4, 2023 at 2:00 pm
Report Generated: Monday, October 16, 2023

EVALUATORS

Name	Title	Agreement Accepted On
James Farina	Southeast Regional WTP Chief Water Treatment Operator	Oct 4, 2023 4:42 PM
Steven Sullivan	Chief Wastewater Operator	Oct 4, 2023 3:03 PM
Elisa Williams	Utilities Operations Division Manager	Oct 4, 2023 3:13 PM
David Wright	Chief Operator	Oct 4, 2023 2:56 PM

AGGREGATE SCORES SUMMARY

Vendor	James Farina	Steven Sullivan	Elisa Williams	David Wright	Total Score (Max Score 99)
Allied Universal Corporation	99	99	99	99	**99**
Odyssey Manufacturing Co	85.7	85.7	85.7	85.7	**85.71**

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work	Pass / Fail	1 *(1% of Total)*

Description:
Can the apparent low bidder perform the work promptly, or within the time specified, without delay or interference.

Criteria	Scoring Method	Weight (Points)
Reference Checks	Pass / Fail	1 *(1% of Total)*

Description:
Please check any references provided

Criteria	Scoring Method	Weight (Points)
Warranty & Delivery Availability	Pass / Fail	1 *(1% of Total)*

Description: N/A

Criteria	Scoring Method	Weight (Points)
Price Proposal	Reward Low Cost	96 *(97% of Total)*

Description: N/A

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work Pass / Fail 1 Points (1%)	Reference Checks Pass / Fail 1 Points (1%)	Warranty & Delivery Availability Pass / Fail 1 Points (1%)	Price Proposal Reward Low Cost 96 Points (97%)	Total Score (Max Score 99)
Allied Universal Corporation	100%	100%	100%	96	**99**
Odyssey Manufacturing Co	100%	100%	100%	82.7	**85.71**

INDIVIDUAL PROPOSAL SCORES

Allied Universal Corporation

Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work | Pass / Fail | 1 Points (1%)

James Farina: Pass

Allied is the current provider and has performed above expectations.

Steven Sullivan: Pass

Work with them now and they are reliable and have the ability, capacity and skill to deliver to our facilities

Elisa Williams: Pass

Allied is the current holder of the contract. Allied is capable to perform the work required. Their ability, skill, and capacity is excellent and communication between ES and Allied has been outstanding.

David Wright: Pass

Allied is our current supplier and performs well. They are flexible and always call ahead in there is any issue. Any issue is resolved promptly. The Billing is very user friendly.

Reference Checks | Pass / Fail | 1 Points (1%)

James Farina: Pass

Only Good reports from outside users.

Steven Sullivan: Pass

They have worked with us and have over 10 good references from cities and counties.

Elisa Williams: Pass

Called references, positive experiences as well.

David Wright: Pass

References contacted at N. Miami, Ft. Pierce, and Clermont are all happy with Allied. They performed well and have good quality service.

Warranty & Delivery Availability | Pass / Fail | 1 Points (1%)

James Farina: Pass

Allied has delivered on very short notice several time throughout the contract

Steven Sullivan: Pass

Communicate effectively when they are unable to deliver or able to deliver earlier than anticipated.

Elisa Williams: Pass

Experience with Allied has been very positive and excellent. Delivery and availability is on-point. Communication is excellent as well as the invoicing and billing. Also, lowest bidder.

David Wright: Pass

We have a working history with Allied and they have always had amply delivery availability.

Price Proposal | Reward Low Cost | 96 Points (97%)

James Farina: 96 ($1,545,600)

N/A

Steven Sullivan: 96 ($1,545,600)

N/A

Elisa Williams: 96 ($1,545,600)

N/A

David Wright: 96 ($1,545,600)

N/A

Odyssey Manufacturing Co

Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work | Pass / Fail | 1 Points (1%)

James Farina: Pass

Yes they have the ability to perform

Steven Sullivan: Pass

They are not the lowest bidder, but ability, capacity and skill are are great according to their references.

Elisa Williams: Pass

Odyssey has the ability, capacity, and skill to perform the work.

David Wright: Pass

Odyssey has the ability, capacity, and skill to perform as needed.

Reference Checks | Pass / Fail | 1 Points (1%)

James Farina: Pass

Users contacted are satisfied with service..

Steven Sullivan: Pass

References all Recommend Odyssey for great service and great products

Elisa Williams: Pass

Called references provided, positive feedback. Called some of the utilities that previously used Odyssey, and feedback has been mixed. One the negative review is that Odyssey's product quality is sometimes not consistent. Can't fail them on this as the references provided checked out.

David Wright: Pass

References contacted were generally satisfied with the service provided by Odyssey.

Warranty & Delivery Availability | Pass / Fail | 1 Points (1%)

James Farina: Pass

They are reliable and have ability to perform to contract specifications.

Steven Sullivan: Pass

References state that they are very communicative and responsive to your needs.

Elisa Williams: Pass

Previous experience with Odyssey has been positive.

David Wright: Pass

Previous experience with Odyssey has been good.

Price Proposal | Reward Low Cost | 96 Points (97%)

James Farina: 82.71 ($1,794,000)

N/A

Steven Sullivan: 82.71 ($1,794,000)

N/A

Elisa Williams: 82.71 ($1,794,000)

N/A

David Wright: 82.71 ($1,794,000)

N/A

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1173

Title:

Award RFP-604605-23/LAS- Disaster Recovery Consultant Services to Carlisle Thompson LLC, Georgetown, TX, as the main Consultant and Disaster Program & Operations, Inc., Ponte Vedra, FL, ICF Incorporated, L.L.C., Reston, VA, Innovative Emergency Management, Inc., Morrisville, NC, and Tetra Tech, Inc., Maitland, as additional Consultants, on an as-needed basis. Approve and authorize the Purchasing and Contracts Division to execute the Agreements. Countywide (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department - Office of Management and Budget

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Louis Straffi, Sr. Procurement Analyst/407-665-7114

Background:

RFP-604605-23/LAS will provide one (1) main and four (4) additional, qualified, experienced consultants for consulting services for cost recovery related to disasters/special events. These services include but are not limited to financial recovery in support of operations of the County, primarily related to federal and state disaster reimbursement. When requested, the selected consultants will furnish required documentation for disaster claims, coordinate the appeal process of these claims, and other responsibilities as necessary to secure appropriate funding reimbursement at both the state and federal levels during and after disaster events.

This project was publicly advertised, and the County received seventeen (17) proposals in response to the solicitation. The Evaluation Committee consisted of Lorie Bailey Brown, CFO/Resource Management Director, Davison Heriot, Financial Manager, Office of Management and Budget, and Steven Lerner, Project Manager II, Emergency Management. The Evaluation Committee reviewed the proposals,

considering qualifications, experience, approach to work, references related to the scope of services, and Fee Structure.

The Evaluation Committee recommends award of this project to the top ranked, responsive, responsible proposers, Carlisle Thompson LLC, Georgetown, TX, as the main Consultant and Disaster Program & Operations, Inc., Ponte Vedra, FL, ICF Incorporated, L.L.C., Reston, VA, Innovative Emergency Management, Inc., Morrisville, NC, and Tetra Tech, Inc., Maitland as additional Consultants, on an as-needed basis.

Authorization for services by the consultants will be in the form of written Purchase Orders issued and executed by the County. These agreements take effect on the date of execution and will continue for a period of three (3) years. At the sole option of the County, these agreements may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual usage is dependent on outstanding FEMA public assistance and any future disasters.

Staff Recommendation:

Staff recommends that the Board award RFP-604605-23/LAS- Disaster Recovery Consultant Services to Carlisle Thompson LLC, Georgetown, TX, as the main Consultant and Disaster Program & Operations, Inc., Ponte Vedra, FL, ICF Incorporated, L.L.C., Reston, VA, Innovative Emergency Management, Inc., Morrisville, NC, and Tetra Tech, Inc., Maitland, as additional Consultants on an as-needed basis, with an estimated annual usage dependent on outstanding FEMA public assistance & any future disasters. Approve and authorize the Purchasing & Contracts Division to execute the Agreement.

RFP TABULATION SHEET

BID NUMBER: RFP-604605-23/LAS

BID TITLE: Disaster Recovery Consultant Services-FEMA

OPENING DATE: September 20, 2023 at 2:00 P.M.

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.

Carlisle Thompson LLC 405 W Sequoia Spur Georgetown, TX 78628 Connie Brice PH: 407-353-2787 connie@carlislethompson.com	**CDR Maguire, Inc.** 313 Norton Drive Tallahassee, FL 32308 Judith Ivester PH: 850-491-1036 Em-bd@crdmcguire.com	**Continuity Operations Group, LLC** 7201 Warbler Lane McLean, VA 22101-2016 Michael Murphy PH: 703-651-6199 Mike.murphy@cog-llc.com
CPH, LLC. 500 West Fulton Street Sanford, FL 32771 Nik Jindal PH: 407-322-6841 njindal@cphcorp.com	**Disaster Program & Operations Inc.** 830-13 A1A North #674 Ponte Vedra, FL 32082-3557 Gabrielle Benigi PH: 561-436-3383 gbenigi@dpando.com	**Ernst & Young, LLP** 200 South Orange Ave. Suite 2800 Orlando, FL 32801 Reena Panchal Reena.panchal@ey.com
ICF Incorporated, LLC 1902 Reston Metro Plaza Reston, VA 20190 Cara Small Cara.small@icf.com	**Indelible Emergency Management LLC** 3800 Esplanade Way, Suite 210 Tallahassee, FL 32311 Johnwayne Reid Jreid@indelible-solutions.com	**Innovative Emergency Management, Inc.** 2801 Slater Rd Suite 200 Morrisville, NC 27560 Lauren Demko PH: 919-237-7546 bids@iem.com
Integrated Solutions Consulting 220 S Buchanan St. Edwardsville, IL 62025 Dan Martin PH: 773-614-5185 Bid.opportunities@i-s-consulting.com	**iParametrics, LLC** 178 South Main Street Suite 100 Alpharetta, GA 30009 Michelle Erste Michelle.erste@iparametrics.com	**Metric Consulting, LLC** 525 Technology Park Suite 153 Lake Mary, FL 32746 Suzanne Settoon Suzanne.settoon@metric-consulting.com

Plexos Group, LLC 1800 City Farm Drive Bldg 4 Suite B Baton Rouge, LA 70809 Katie Johnson Katie.johnson@plexosgroup.com	**Tetra Tech, Inc.** 2301 Lucien Way, Suite 120 Maitland, FL 32751 Alex Renaux PH: 321-441-8564 Tdr.mktg@tetratech.com	**Thomas Howell Ferguson** 2615 Centennial Blvd. Suite 200 Tallahassee, FL 32308 Steve Stevens PH: 850-521-3149 localgov@thf-cpa.com
Wheeler Emergency Management Consulting, LLC. 2954 Highway 71 Marianna, FL 32446 Kenneth Williams Kenny.williams@wheeleremc.com	**Witt O'Brien's, LLC** 818 Town & Country Blvd Suite 200 Houston, TX 77024 Cheryl Joiner PH: 281-320-9796 contractrequests@wittobriens.com	

FACTORS FOR EVALUATION:

- Qualifications and Experience of Consultant– 25 points
- Project understanding and Overall Approach– 25 points
- References Related to Scope of Services – 25points
- Fee Structure/ Price Proposal – 25 points

Tabulated by: Louis Straffi, Sr. Procurement Analyst

Recommendation/Intent to award to: Carlisle Thompson LLC, Tetra Tech Inc, ICF Incorporated LLC, Innovative Emergency Management, Inc. Disaster Program & Operations Inc. BCC Date: (Tentative) 11/14/2023

10/25/23

Lorie Bailey Brown, CFO/Resource Management Director

Davison Heriot, Financial Manager

Steven Lerner, Project Manager II- Emergency Management

Plexos Group, LLC 1800 City Farm Drive Bldg 4 Suite B Baton Rouge, LA 70809 Katie Johnson Katie.johnson@plexosgroup.com	**Tetra Tech, Inc.** 2301 Lucien Way, Suite 120 Maitland, FL 32751 Alex Renaux PH: 321-441-8564 Tdr.mktg@tetratech.com	**Thomas Howell Ferguson** 2615 Centennial Blvd. Suite 200 Tallahassee, FL 32308 Steve Stevens PH: 850-521-3149 localgov@thf-cpa.com
Wheeler Emergency Management Consulting, LLC. 2954 Highway 71 Marianna, FL 32446 Kenneth Williams Kenny.williams@wheeleremc.com	**Witt O'Brien's, LLC** 818 Town & Country Blvd Suite 200 Houston, TX 77024 Cheryl Joiner PH: 281-320-9796 contractrequests@wittobriens.com	

FACTORS FOR EVALUATION:

- Qualifications and Experience of Consultant– 25 points
- Project understanding and Overall Approach– 25 points
- References Related to Scope of Services – 25points
- Fee Structure/ Price Proposal – 25 points

Tabulated by: Louis Straffi, Sr. Procurement Analyst

Recommendation/Intent to award to: Carlisle Thompson LLC, Tetra Tech Inc, ICF Incorporated LLC, Innovative Emergency Management, Inc. Disaster Program & Operations Inc. BCC Date: (Tentative) 11/14/2023

Lorie Bailey Brown, CFO/Resource Management Director

10/25/23

Davison Heriot, Financial Manager

Steven Lerner, Project Manager II- Emergency Management

Plexos Group, LLC 1800 City Farm Drive Bldg 4 Suite B Baton Rouge, LA 70809 Katie Johnson Katie.johnson@plexosgroup.com	**Tetra Tech, Inc.** 2301 Lucien Way, Suite 120 Maitland, FL 32751 Alex Renaux PH: 321-441-8564 Tdr.mktg@tetratech.com	**Thomas Howell Ferguson** 2615 Centennial Blvd. Suite 200 Tallahassee, FL 32308 Steve Stevens PH: 850-521-3149 localgov@thf-cpa.com
Wheeler Emergency Management Consulting, LLC. 2954 Highway 71 Marianna, FL 32446 Kenneth Williams Kenny.williams@wheeleremc.com	**Witt O'Brien's, LLC** 818 Town & Country Blvd Suite 200 Houston, TX 77024 Cheryl Joiner PH: 281-320-9796 contractrequests@wittobriens.com	

FACTORS FOR EVALUATION:

- Qualifications and Experience of Consultant– 25 points
- Project understanding and Overall Approach– 25 points
- References Related to Scope of Services – 25points
- Fee Structure/ Price Proposal – 25 points

Tabulated by: Louis Straffi, Sr. Procurement Analyst

Recommendation/Intent to award to: Carlisle Thompson LLC, Tetra Tech Inc, ICF Incorporated LLC, Innovative Emergency Management, Inc. Disaster Program & Operations Inc. BCC Date: (Tentative) 11/14/2023

Lorie Bailey Brown, CFO/Resource Management Director

Davison Heriot, Financial Manager

Steven Lerner

Steven Lerner, Project Manager II- Emergency Management

Disaster Recovery Consultant Services				
	UNIT PRICE	PERCENT UTILIZATION	WEIGHTED PRICE	POINTS
Disaster Program & Operations Inc.		**100%**	**81.25**	**25**
Program Manager/ Policy Advisor (10 Years)	$150.00	10%	15	-
Disaster Recover Project Manager (5 years)	$95.00	15%	14.25	-
FEMA Public Assistance Specialist (3 years)	$80.00	35%	28	-
FEMA Public Assistance Analyst (1 year)	$65.00	30%	19.5	-
PA Grant Admin	$45.00	10%	4.5	-
				-
Integrated Solutions Consulting		**100%**	**104.10**	**19.6**
Program Manager/ Policy Advisor (10 Years)	$175.38	5%	8.769	-
Disaster Recover Project Manager (5 years)	$146.28	10%	14.628	-
FEMA Public Assistance Specialist (3 years)	$113.28	25%	28.32	-
FEMA Public Assistance Analyst (1 year)	$96.75	30%	29.025	-
PA Grant Admin	$77.86	30%	23.358	-
				-
Innovative Emergency Management, Inc.		**100%**	**107.75**	**18.9**
Program Manager/ Policy Advisor (10 Years)	$175.00	5%	$8.75	-
Disaster Recover Project Manager (5 years)	$135.00	10%	$13.50	-
FEMA Public Assistance Specialist (3 years)	$115.00	35%	$40.25	-
FEMA Public Assistance Analyst (1 year)	$95.00	35%	$33.25	-
PA Grant Admin	$80.00	15%	$12.00	-
				-
Continuity Operations Group, LLC		**101%**	**112.30**	**18.1**
Program Manager/ Policy Advisor (10 Years)	$165.00	4%	$6.60	-
Disaster Recover Project Manager (5 years)	$145.00	20%	$29.00	-
FEMA Public Assistance Specialist (3 years)	$110.00	17%	$18.70	-
FEMA Public Assistance Analyst (1 year)	$100.00	20%	$20.00	-
PA Grant Admin	$95.00	40%	$38.00	-
				-
Witt O'Brien's, LLC		**100%**	**118.25**	**17.2**
Program Manager/ Policy Advisor (10 Years)	$155.00	5%	$7.75	-
Disaster Recover Project Manager (5 years)	$140.00	15%	$21.00	-
FEMA Public Assistance Specialist (3 years)	$125.00	30%	$37.50	-
FEMA Public Assistance Analyst (1 year)	$110.00	30%	$33.00	-
PA Grant Admin	$95.00	20%	$19.00	-
				-
Plexos Group, LLC		**100%**	**123.75**	**16.5**
Program Manager/ Policy Advisor (10 Years)	$195.00	5%	$9.75	-
Disaster Recover Project Manager (5 years)	$165.00	15%	$24.75	-

FEMA Public Assistance Specialist (3 years)	$135.00	35%	$47.25	-
FEMA Public Assistance Analyst (1 year)	$100.00	35%	$35.00	-
PA Grant Admin	$70.00	10%	$7.00	-
				-
Thomas Howell Ferguson		**100%**	**126.50**	**16.1**
Program Manager/ Policy Advisor (10 Years)	$195.00	10%	$19.50	-
Disaster Recover Project Manager (5 years)	$165.00	15%	$24.75	-
FEMA Public Assistance Specialist (3 years)	$135.00	35%	$47.25	-
FEMA Public Assistance Analyst (1 year)	$95.00	30%	$28.50	-
PA Grant Admin	$65.00	10%	$6.50	-
				-
Tetra Tech, Inc.		**100%**	**128.16**	**15.9**
Program Manager/ Policy Advisor (10 Years)	$195.00	5.26%	$10.257	-
Disaster Recover Project Manager (5 years)	$155.00	15.79%	$24.4745	-
FEMA Public Assistance Specialist (3 years)	$145.00	21.05%	$30.5225	-
FEMA Public Assistance Analyst (1 year)	$125.00	36.85%	$46.0625	-
PA Grant Admin	$80.00	21.05%	$16.84	-
				-
CPH, LLC.		**100%**	**131.00**	**15.6**
Program Manager/ Policy Advisor (10 Years)	$290.00	5.0%	$14.50	-
Disaster Recover Project Manager (5 years)	$185.00	20.0%	$37.00	-
FEMA Public Assistance Specialist (3 years)	$130.00	30.0%	$39.00	-
FEMA Public Assistance Analyst (1 year)	$90.00	30.0%	$27.00	-
PA Grant Admin	$90.00	15.0%	$13.50	-
				-
Carlisle Thompson LLC		**100%**	**136.25**	**14.9**
Program Manager/ Policy Advisor (10 Years)	$215.00	5%	$10.75	-
Disaster Recover Project Manager (5 years)	$180.00	15%	$27.00	-
FEMA Public Assistance Specialist (3 years)	$150.00	35%	$52.50	-
FEMA Public Assistance Analyst (1 year)	$120.00	25%	$30.00	-
PA Grant Admin	$80.00	20%	$16.00	-
				-
Metric Consulting, LLC		**100%**	**138.25**	**14.7**
Program Manager/ Policy Advisor (10 Years)	$185.00	10%	$18.50	-
Disaster Recover Project Manager (5 years)	$165.00	25%	$41.25	-
FEMA Public Assistance Specialist (3 years)	$150.00	35%	$52.50	-
FEMA Public Assistance Analyst (1 year)	$95.00	20%	$19.00	-
PA Grant Admin	$70.00	10%	$7.00	-
				-
iParametrics, LLC		**100%**	**145.10**	**14**

Program Manager/ Policy Advisor (10 Years)	$210.00	10%	$21.00	-
Disaster Recover Project Manager (5 years)	$164.00	25%	$41.00	-
FEMA Public Assistance Specialist (3 years)	$136.00	50%	$68.00	-
FEMA Public Assistance Analyst (1 year)	$121.00	10%	$12.10	-
PA Grant Admin	$60.00	5%	$3.00	-
				-
ICF Incorporated, LLC		**100%**	**145.80**	**14**
Program Manager/ Policy Advisor (10 Years)	$195.00	10%	$19.50	-
Disaster Recover Project Manager (5 years)	$167.00	15%	$25.05	-
FEMA Public Assistance Specialist (3 years)	$150.00	35%	$52.50	-
FEMA Public Assistance Analyst (1 year)	$135.00	25%	$33.75	-
PA Grant Admin	$100.00	15%	$15.00	-
				-
CDR Maguire, Inc.		**100%**	**146.25**	**13.9**
Program Manager/ Policy Advisor (10 Years)	$225.00	4.5%	$10.125	-
Disaster Recover Project Manager (5 years)	$185.00	14%	$25.90	-
FEMA Public Assistance Specialist (3 years)	$155.00	28%	$43.40	-
FEMA Public Assistance Analyst (1 year)	$135.00	40%	$54.00	-
PA Grant Admin	$95.00	13.5%	$12.825	-
				-
Indelible Emergency Management LLC		**100%**	**166.08**	**12.3**
Program Manager/ Policy Advisor (10 Years)	$250.00	3%	$7.50	-
Disaster Recover Project Manager (5 years)	$200.00	12%	$24.00	-
FEMA Public Assistance Specialist (3 years)	$185.00	31.67%	$58.584	-
FEMA Public Assistance Analyst (1 year)	$165.00	26.67%	$44.0006	-
PA Grant Admin	$120.00	26.67%	$32.0004	-
				-
Wheeler Emergency Management Consulting, LLC.		**100%**	**173.60**	**11.7**
Program Manager/ Policy Advisor (10 Years)	$215.00	10%	$21.50	-
Disaster Recover Project Manager (5 years)	$192.00	30%	$57.60	-
FEMA Public Assistance Specialist (3 years)	$165.00	25%	$41.25	-
FEMA Public Assistance Analyst (1 year)	$155.00	25%	$38.75	-
PA Grant Admin	$145.00	10%	$14.50	-
				-
Ernst & Young, LLP		**100%**	**194.90**	**10.5**
Program Manager/ Policy Advisor (10 Years)	$335.00	7%	$23.45	-
Disaster Recover Project Manager (5 years)	$270.00	20%	$54.00	-
FEMA Public Assistance Specialist (3 years)	$190.00	24%	$45.60	-
FEMA Public Assistance Analyst (1 year)	$165.00	37%	$61.05	-
PA Grant Admin	$90.00	12%	$10.80	-

AGGREGATE SCORES SUMMARY

Vendor	Lorie Bailey-Brown	Davison Heriot	Steven Lerner	Total Score (Max Score 100)
Carlisle Thompson LLC	90	82	75	82.28
Tetra Tech, Inc.	84.9	78.9	75.9	79.9
Disaster Program & Operations Inc.	90	59	77	75.33
ICF Incorporated, LLC	74	67	65	68.64
Innovative Emergency Management, Inc.	58.9	72.9	72.9	68.24
CDR Maguire, Inc.	85.9	51.9	58.9	65.6
Witt O'Brien's, LLC	45.2	69.2	68.2	60.9
Ernst & Young, LLP	53.5	61.5	61.5	58.78
Metric Consulting, LLC	67.7	44.7	62.7	58.41
iParametrics, LLC	61	44	63	56.04
Indelible Emergency Management LLC	47.3	50.3	69.3	55.6
Thomas Howell Ferguson	51.1	51.1	61.1	54.44
CPH, LLC.	70.6	33.6	57.6	53.88
Plexos Group, LLC	43.5	47.5	66.5	52.46
Integrated Solutions Consulting	54.6	47.6	54.6	52.24
Continuity Operations Group, LLC	45.1	36.1	48.1	43.14
Wheeler Emergency Management Consulting, LLC.	44.7	26.7	41.7	37.74

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications/Experience Points Based 25 Points (25%)	Approach to Work Points Based 25 Points (25%)	References Related to Scope of Services Points Based 25 Points (25%)	Fee Structure Points Based 25 Points (25%)	Total Score (Max Score 100)
Carlisle Thompson LLC	22.7	22	22.7	14.9	**82.28**
Tetra Tech, Inc.	21.7	21	21.3	15.9	**79.9**
Disaster Program & Operations Inc.	17.3	16	17	25	**75.33**
ICF Incorporated, LLC	18.3	17.3	19	14	**68.64**
Innovative Emergency Management, Inc.	13	17.3	19	18.9	**68.24**
CDR Maguire, Inc.	16	18	17.7	13.9	**65.6**
Witt O'Brien's, LLC	15.3	16	12.3	17.2	**60.9**
Ernst & Young, LLP	15.3	17	16	10.5	**58.78**
Metric Consulting, LLC	15.7	17	11	14.7	**58.41**
iParametrics, LLC	14.7	16.3	11	14	**56.04**
Indelible Emergency Management LLC	14	15	14.3	12.3	**55.6**
Thomas Howell Ferguson	14.3	12	12	16.1	**54.44**
CPH, LLC.	14	12.7	11.7	15.6	**53.88**
Plexos Group, LLC	13	13.3	9.7	16.5	**52.46**
Integrated Solutions Consulting	13.3	10	9.3	19.6	**52.24**
Continuity Operations Group, LLC	8.3	9	7.7	18.1	**43.14**

Vendor	Qualifications/Experience Points Based 25 Points (25%)	Approach to Work Points Based 25 Points (25%)	References Related to Scope of Services Points Based 25 Points (25%)	Fee Structure Points Based 25 Points (25%)	Total Score (Max Score 100)
Wheeler Emergency Management Consulting, LLC.	7.7	8.3	10	19.7	**45.74**

INDIVIDUAL PROPOSAL SCORES

Carlisle Thompson LLC

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 25

Highly acceptable

Davison Heriot: 23

Proposed team is well qualified with relevant experience in all areas identified in the scope.

Steven Lerner: 20

Established 2011, 32 staff,12.3 Billion in dollars managed, Experience in State and Local solid approach in 3 phase, Agencies, , short turn around on paperwork submission one obligated (3 days), utilizes a risk matrix for assessment

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 25

Highly acceptable

Davison Heriot: 21

Provides a clear and thorough approach to work that addresses each item in the scope.

Steven Lerner: 20

no evidence of subs, experience with appeals, solid approach in 3 phases, Agencies, short turnaround on paperwork submission one obligated (3 days), utilizes a risk matrix for assessment

References Related to Scope of Services | Points Based | 25 Points (25%)
Lorie Bailey-Brown: 25
Highly acceptable
Davison Heriot: 23
All references provided were relevant and comparable to the County and included letters from the reference agencies.
Steven Lerner: 20
Good

Fee Structure | Points Based | 25 Points (25%)
Lorie Bailey-Brown: 22.6
Weighted Score
Davison Heriot: 22.6
Weighted Score
Steven Lerner: 22.6
Weighted Score

CDR Maguire, Inc.

Qualifications/Experience | Points Based | 25 Points (25%)
Lorie Bailey-Brown: 25
Qualifications and Experience appear to be more than adequate.
Davison Heriot: 8

Did not supply the qualifications for a proposed team. The company provided their experience. Company qualifications are satisfactory.

Steven Lerner: 15

limited info on personnel expertise

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 24

Approach appears reasonable

Davison Heriot: 15

Approach to work was good, it addressed all items in the scope but nothing specific stood out

Steven Lerner: 15

Too many systems utilized,

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 23

References related to scope

Davison Heriot: 15

References provided were satisfactory.

Steven Lerner: 15

has a local presence, very experienced work, national company,

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 21.8

Weighted Score

Davison Heriot: 21.8

Weighted Score

Steven Lerner: 21.8

Weighted Score

Continuity Operations Group, LLC

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 10

Acceptable

Davison Heriot: 5

Staff seem to be qualified, however they appear to primarily plan on utilizing subcontractors for execution of this RFP.

Steven Lerner: 10

Experience with NJ,

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 12

Acceptable

Davison Heriot: 5

Didn’t provide detail on how they would work with the County to facilitate the recovery process.

Steven Lerner: 10

no local presence, approach to work is boiler-plate,

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 5

Marginal - references did not appear to be disaster recovery

Davison Heriot: 8

Have general experience on similar projects. It looks like COG is primarily providing services on the referenced projects, but plans on relying on sub contractors for our proposal.

Steven Lerner: 10

experience is not very recent.

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 24.4

Weighted Score

Davison Heriot: 24.4

Weighted Score

Steven Lerner: 24.4

Weighted Score

CPH, LLC.

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 20

Acceptable

Davison Heriot: 5

Very little experience in FEMA financial recovery

Steven Lerner: 17

Qualifications show experience but not in areas of reimbursement,

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 20

Acceptable

Davison Heriot: 8

Doesn't appear to have a thorough approach that addresses all aspects of the scope

Steven Lerner: 10

using subs for work, located locally,

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 15

Acceptable - Similar Project References appear limited.

Davison Heriot: 5

References do not reflect the RFP scope

Steven Lerner: 15

work done in Florida recently,

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 23.7

Weighted Score

Davison Heriot: 23.7

Weighted Score

Steven Lerner: 23.7

Weighted Score

Disaster Program & Operations Inc.

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 25

Highly acceptable - very thorough and detailed

Davison Heriot: 12

Proposed team meets minimum qualifications

Steven Lerner: 15

experienced staff

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 20

Acceptable

Davison Heriot: 8

Doesn’t address all aspects of the scope

Steven Lerner: 20

Clear work plan ,no evidence of subs,

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 20

Acceptable

Davison Heriot: 14

References provided were satisfactory.

Steven Lerner: 17

hasn’t done a disaster since CARES in 2020

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 18.9

Weighted Score

Davison Heriot: 18.9

Weighted Score

Steven Lerner: 18.9

Weighted Score

Ernst & Young, LLP

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 15

Acceptable

Davison Heriot: 15

Did not provide satisfactory qualifications for all items in the scope

Steven Lerner: 16

staff does not have a resumes attached

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 18

Acceptable

Davison Heriot: 18

Thoroughly addressed PA cost reimbursement and EOC Doc Unit support, lacked approach in 3 other areas.

Steven Lerner: 15

Strong applicability to scope, no evidence of subs, staff has IG experience

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 10

Acceptable - a city in Florida and two utilities

Davison Heriot: 18

Provided references that address PA cost recovery and policy review, but not all scope items.

Steven Lerner: 20

recent experience

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 18.1

Weighted Score

Davison Heriot: 18.1

Weighted Score

Steven Lerner: 18.1

Weighted Score

ICF Incorporated, LLC

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 20

Acceptable

Davison Heriot: 18

Has needed qualifications and relevant experience

Steven Lerner: 17

experienced professionals

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 20

Acceptable

Davison Heriot: 15

Approach seemed thorough, and would fit county processes.

Steven Lerner: 17

Approach to work is clear, no evidence of subs,

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 20

Acceptable

Davison Heriot: 20

Excellent references from City of Oviedo and and city of Tallahassee.

Steven Lerner: 17

recent experience

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 21.8

Weighted Score

Davison Heriot: 21.8

Weighted Score

Steven Lerner: 21.8

Weighted Score

Indelible Emergency Management LLC

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 10

Brief and general

Davison Heriot: 12

Proposed teams meets minimum qualifications

Steven Lerner: 20

Professional firm with experience

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 10

Brief and general

Davison Heriot: 18

Approach to work addressed all items in scope

Steven Lerner: 17

using subs, no local representation

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 15

Acceptable

Davison Heriot: 8

Referenced projects do not include any sub-recipients, and only address one item of the scope.

Steven Lerner: 20

clear professional path for scope

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 19.7

Weighted Score

Davison Heriot: 19.7

Weighted Score

Steven Lerner: 19.7

Weighted Score

Innovative Emergency Management, Inc.

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 5

Marginal - does not appear to be details of qualifications of team members

Davison Heriot: 14

Didn't provide qualifications of anyone that would be assigned to or otherwise supporting this contract. Provided general qualifications are satisfactory.

Steven Lerner: 20

very qualified staff

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 15

Acceptable

Davison Heriot: 20

Focused on maximizing reimbursement, focus on the accounting side of recovery, understanding of fund based accounting. Lacking on other scope items.

Steven Lerner: 17

Proposal was not hyper local in nature

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 20

Highly Acceptable

Davison Heriot: 20

Provided relevant examples of related projects. Positive feedback from Flagler County

Steven Lerner: 17

well established company

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 24.7

Weighted Score

Davison Heriot: 24.7

Weighted Score

Steven Lerner: 24.7

Weighted Score

Integrated Solutions Consulting

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 15

Acceptable

Davison Heriot: 15

Have significant knowledge of the FEMA PA program and process. minimal cost recovery experience.

Steven Lerner: 10

Engineers on staff, not a lot of FEMA PA Experience shown compared to other submissions

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 12

Acceptable

Davison Heriot: 8

Appears they are biding a contract that includes debris monitoring as their approach to work is primarily related to debris monitoring. Minimal mention of cost recovery. Several mentions of their software system, does this have an additional cost? No mention of EOC support.

Steven Lerner: 10

In business since 2005,

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 8

does not appear to be similar to county government or scope

Davison Heriot: 5

Primarily related to debris monitoring

Steven Lerner: 15

Hurricane Ian experience, previous experience in florida,

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 25

Weighted Score

Davison Heriot: 25

Weighted Score

Steven Lerner: 25

Weighted Score

iParametrics, LLC

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 19

Acceptable

Davison Heriot: 10

Has a lot of experience, but doesn't address our needs.

Steven Lerner: 15

qualified staff

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 20

Acceptable

Davison Heriot: 12

Balanced and clear approach to scope item A. No mention of other items identified in the scope.

Steven Lerner: 17

Quality proposal,

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 8

does not appear to be similar

Davison Heriot: 8

Only one similar project listed for a city or county government.

Steven Lerner: 17

limited experience noted in IG issues and appeals

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 21.9

Weighted Score

Davison Heriot: 21.9

Weighted Score

Steven Lerner: 21.9

Weighted Score

Metric Consulting, LLC

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 21

Acceptable

Davison Heriot: 10

Proposed staff primarily have experience outside the State of Florida. Since the County is a sub applicant of the State and must follow the requirements and processes outlined by FDEM its imperative that Seminole County's chosen disaster recovery consultant have significant experience with in Florida.

Steven Lerner: 16

experienced staff

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 22

Acceptable

Davison Heriot: 12

Their approach to work outlines FEMAs process and not how they will assist the County in the process. Only partially address item A of the scope. Failed to address scope Item B, document reconciliation during an EOC activation.

Steven Lerner: 17

utilizes subs, Offices locally

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 10

One cost recovery in Florida

Davison Heriot: 8

Only 1 of 3 references are related to the components of the scope of services.

Steven Lerner: 15

Provided recent disaster responses

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 22.4

Weighted Score

Davison Heriot: 22.4

Weighted Score

Steven Lerner: 22.4

Weighted Score

Plexos Group, LLC

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 10

Brief and general

Davison Heriot: 13

Broad range of qualifications, FEMA PA doesn't appear to be the companies primary expertise.

Steven Lerner: 16

Experienced staff,

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 10

Acceptable

Davison Heriot: 13

approach to work seems very thorough, but also raises concerns about flexibility and integration in to the County's processes.

Steven Lerner: 17

no evidence of subs, clear scope and path of work with timeline

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 7

Did not appear to be cost recovery for local government

Davison Heriot: 5

NERIS is listed as a subcontractor and the only one listed on Similar Project Experience. Appears the primary contact and assigned personnel will be from a sub contractor.

Steven Lerner: 17

Provided previous disasters responded to

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 23.5

Weighted Score

Davison Heriot: 23.5

Weighted Score

Steven Lerner: 23.5

Weighted Score

Tetra Tech, Inc.

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 23

Highly Acceptable

Davison Heriot: 22

Proposed team is well qualified and experienced in all areas identified in the scope.

Steven Lerner: 20

qualified and experienced staff

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 22

Highly Acceptable

Davison Heriot: 21

Approach to work is thorough and addresses all items of the scope. They also make note of a recent FDEM process and their participation and experience with it.

Steven Lerner: 20

Referenced F-ROC in proposal, national company, no evidence of subs

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 24

Highly Acceptable

Davison Heriot: 20

Provided many references for similar projects that address a majority of the scope.

Steven Lerner: 20

clear proposal and scope,

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 23.2

Weighted Score

Davison Heriot: 23.2

Weighted Score

Steven Lerner: 23.2

Weighted Score

Thomas Howell Ferguson

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 13

Acceptable

Davison Heriot: 15

Proposed team is well qualified on the accounting side, lacking experience in other items of the scope.

Steven Lerner: 15

staff has more financial/project management experience and limited EM experience

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 13

Acceptable

Davison Heriot: 10

Approach to work references outdated FEMA policy. Approach only includes onsite staff, and additional reference to "fully onsite" staff. Approach also references their team analyzing the data and information from the Project Worksheets provided by the County. This is what they are being contracted to put together.

Steven Lerner: 13

Strong proposal

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 9

References (other than Seminole County) were not local governments

Davison Heriot: 10

Good examples of similar FEMA PA work from the accounting side, no experience listed for scope items B, C, D, E.

Steven Lerner: 17

previous experience in Florida, clear scope,

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 23.3

Weighted Score

Davison Heriot: 23.3

Weighted Score

Steven Lerner: 23.3

Weighted Score

Wheeler Emergency Management Consulting, LLC.

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 8

General and brief

Davison Heriot: 5

Only listed the qualifications of one person that is listed as the sub-contractor. That single person is very qualified, but no information proposed on additional team members.

Steven Lerner: 10

staff qualification profiles not present

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 10

general and brief

Davison Heriot: 5

I don't like that Wheeler identifies themselves as the prime contractor, but also specifies they will be sub contracting this to a third party.

Steven Lerner: 10

Limited approach to work info provided

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 15

Acceptable

Davison Heriot: 5

Contacted Washington County and they identified that the team working on their project is not a sub-contracted team. This negates the reference since their experience is directly contradicted in the qualifications and approach to work sections.

Steven Lerner: 10

previous experience in Florida

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 19.7

Weighted Score

Davison Heriot: 19.7

Weighted Score

Steven Lerner: 19.7

Weighted Score

Witt O'Brien's, LLC

Qualifications/Experience | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 10

Short and general

Davison Heriot: 19

Highly experienced proposed staff

Steven Lerner: 17

qualified staff

Approach to Work | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 13

Acceptable

Davison Heriot: 18

Heavy on the FEMA PA cost recovery, but also address the other scope items.

Steven Lerner: 17

National company

References Related to Scope of Services | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 5

Debris Monitoring and Risk Assessment

Davison Heriot: 15

Provided similar project references that addressed a majority of the items in our scope.

Steven Lerner: 17

Experience in Florida

Fee Structure | Points Based | 25 Points (25%)

Lorie Bailey-Brown: 23.9

Weighted Score

Davison Heriot: 23.9

Weighted Score

Steven Lerner: 23.9

Weighted Score

DISASTER RECOVERY CONSULTANT SERVICES - FEMA
(RFP-604605-23/LAS)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **CARLISLE THOMPSON LLC**, duly authorized to conduct business in the State of Florida, whose address is 405 W. Sequoia Spur, Georgetown, TX, 78628, in this Agreement referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide disaster recovery consultant services to Seminole County; and

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

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

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

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study. CONSULTANT is also bound by all requirements as contained in the solicitation package, all

addenda to this package, and CONSULTANT's submission in response to this solicitation (collectively, the "contract documents"). This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

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

Section 4. Time for Completion. The services to be rendered by CONSULTANT must be commenced as specified in such Purchase Orders as may be issued under this Agreement and must be completed within the time specified in the respective Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONSULTANT will be compensated at the rates as outlined in Exhibit C, Contract Pricing.

Section 6. Reimbursable Expenses.

(a) If a Purchase Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee" or "Not-to-Exceed" amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Purchase Order.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

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

Section 8. General Terms of Payment and Billing.

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

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

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

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

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

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Section 11. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any 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 CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

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

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of

CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

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

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

Section 12. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

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

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

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of

Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

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

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements.

CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. Dispute Resolution.

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

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

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

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

Section 21. Representatives of COUNTY and CONSULTANT.

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

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

Section 22. All Prior Agreements Superseded. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the

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

Section 23. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

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

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

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

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

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

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

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

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

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

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST 2ND, SANFORD, FL 32771.**

Section 28. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

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

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONSULTANT:

Carlisle Thompson LLC
405 W. Sequoia Spur
Georgetown, TX 78628

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

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

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

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

Section 33. Addendum. COUNTY and CONSULTANT shall comply with the terms of Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, which is attached to and incorporated in this Agreement as Exhibit E. Addendum A controls over any contrary provision elsewhere in this Agreement, but only applies to work performed or services provided by CONSULTANT as a result of a disaster.

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

ATTEST:

CARLISLE THOMPSON LLC

_____
Witness

By:_____
CONNIE S. BRICE, Manager

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
GLK\DGS\sfa
10/18/2023
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604605 (Carlisle Thompson LLC).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance
Exhibit E - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts

Exhibit A

SCOPE OF SERVICES

Purpose: Seeking to retain services of a competent and qualified Consultant(s) for Disaster Recovery Services. Consultants will be required to fulfill including, but not limited to, the following tasks and obligations:

1. Financial recovery in support of the Fiscal/Budgetary operations of the County, primarily related to federal and state disaster reimbursement. The consultant will prepare required documentation for any disaster claims, coordination of appeals processes of these claims and other duties necessary to secure appropriate funding reimbursement from federal and state agencies during and after disaster events. This task may also include personnel to represent the County and provide project management of complex and long-term disaster driven projects.

2. Staffing of the Documentation Unit within the Emergency Operations Center during local activation. This includes sheltering in place while conditions prevent the save travel during an event. Primary tasks performed under this unit include maintaining work records, daily reports, verifying County policy is adhered to, and management of other activation related documentation. Operational periods are typically twelve-hour shifts.

3. Provide upon request debris specialist for contract and operations monitoring of County debris operation.

4. Provide upon request damage assessment of County facilities, including technical assistance to deliver a detailed report that include descriptions, dimensions, and other elements of information required to support reimbursement of repair expenses.

5. Policy review and development pertaining to policies used during disasters including but not limited to labor, union, insurance policies, and obtain and maintain requirements. Provide training assistance as needed relating to disaster response and recovery requirements and procedures.

The consultant must have in depth knowledge of government financial operations and accounting, Federal Emergency Management Agency (FEMA) regulations and requirements related to the Stafford Act and the Public Assistance Program, including Title 2 and Title 44 of the Code of Federal Regulations.

The consultant must have current experience in Florida with Federal Emergency Management Agency (FEMA) funding through the Public Assistance Program, including section 406 mitigation projects. The experience must encompass the initial request for public assistance through project closeout and final reconciliation. In addition, the consultant should have knowledge of Federal Highway Administration (FHWA), as well as Natural Resources Conservation Service (NRCS) funding opportunities.

It is preferable that the consultant have local resources available.

Task assignments/Release Orders will be issued via purchase order on an as needed basis.

Please indicate how you would manage the response and financial recovery process for Seminole County, including the use of onsite personnel, personnel working remotely, and the use of technology.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

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**	0.00

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

Exhibit C
Price Proposal

RFP-604605-23/LAS – DISASTER RECOVERY CONSULTANT SERVICES - FEMA

Name of Proposer: Carlisle Thompson, LLC

Mailing Address: 405 Sequoia Spur

City/State/Zip: Georgetown, TX 78628

Phone Number: (407) 353-2787 FAX Number: ( )

E-Mail Address: connie@carlislethompson.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 3, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/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 proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits, Profit
- Equipment and related items
- Any Cost associated with work

Position Description – Minimum Experience	**Hourly Rate**
Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 years Federal Disaster Recovery experience)	$215.00
Disaster Recovery Project Manager (Minimum 5 years FEMA Public Assistance experience)	$180.00
FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	$150.00
FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Assistance experience)	$120.00
PA Grant Admin	$80.00

REIMBURSABLE EXPENSES POLICIES AND ALLOWANCES:

1. Reimbursement for mileage will be at the IRS rate. Local mileage not allowed within a 50 mile radius of the job site.
2. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants.
3. Reimbursement for lodging shall be at $100.00 or the actual expenses for lodging at a "non-resort" type hotel located in Seminole County. Meals shall not exceed:

Without Receipts	**With Receipts:**
A. Breakfast $6.00	$10.00
B. Lunch $11.00	$13.00
C. Dinner $19.00	$27.00

Reimbursement for meals, travel, vehicle mileage, tolls and parking shall not apply to local employees of the Contractor.

4. Reimbursement for air fare shall be based on coach rates.
5. Reimbursement for reproductions, drawings and postage is authorized at actual cost.

Note: Any expenses under the above reimbursement policies must be supported by documents such as a receipt or invoice, identify the employee/contractor's name, date of services and explanation of the expense. Travel expenses must be submitted or invoiced to the County within 90 days.

5. PRICING PROPOSAL

DISASTER RECOVERY CONSULTANT SERVICES- FEMA

Please provide the hourly rate for each line item in the table. The hourly rate shall include all costs associated with providing the required services including, but not limited to: General Administrative Overhead. Fringe and benefits, profit. Equipment and Related items. Any cost associated with work. Seminole County will accept ADDITIONAL position proposals as a SEPARATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	1	Hr	$215.00	$215.00
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	1	Hr	$180.00	$180.00
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	1	Hr	$150.00	$150.00
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	1	Hr	$120.00	$120.00
5	PA Grant Admin	1	Hr	$80.00	$80.00
TOTAL					

DISASTER RECOVERY CONSULTANT SERVICES- FEMA

Please provide the Estimated percentage of Project hours for EACH Position. The 'Percentage' column total should be 100%. Seminole County will accept ADDITIONAL position proposals as a SEPERATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

Line Item	Description	Unit of Measure	Percentage
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	Percent of Total Project Hours	5%

Line Item	Description	Unit of Measure	Percentage
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	Percent of Total Project Hours	15%
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	Percent of Total Project Hours	35%
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	Percent of Total Project Hours	25%
5	PA Grant Admin	Percent of Total Project Hours	20%

Additional Positions				
Description	Quantity	Unit of Measure	Estimated % of Project Hours	Unit Cost
Junior Consultant	1	Hr	As Needed	$ 105.00
Insurance Specialist	1	Hr	As Needed	$ 165.00
Cost Estimator	1	Hr	As Needed	$ 165.00
Project Manager, Owner Representative	1	Hr	As Needed	$ 200.00
Project Coordinator	1	Hr	As Needed	$ 150.00
Engineer (PE)	1	Hr	As Needed	$ 225.00
Engineer (EIT)	1	Hr	As Needed	$ 180.00
FEMA Appeals Specialist	1	Hr	As Needed	$ 245.00
Emergency Operations Liaison	1	Hr	New Activation	$ 245.00
Damage Assessment/ NFIP SDA Team				
Lead Inspector (Travel Expenses Included)	1	Hr	New Declaration	$ 185.00
Inspector (Travel Expenses Included)	1	Hr	New Declaration	$ 155.00
Documentation Unit				
Documentation Unit Lead	1	Hr	New Activation	$ 190.00
EOC Document Unit Specialist	1	Hr	New Activation	$ 165.00
EOC Documentation Unit Admin	1	Hr	New Activation	$ 100.00

EXHIBIT "D"

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number_____ are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number _____for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

DATED this _____ day of _____, 20____.

_____
Consultant Name

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

_____
Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 11/2020

Exhibit E

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

Definitions

The term "Contractor", as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term "Contract", as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

General Provisions

A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration's Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the "FEMA Requirements") apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.

2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.

3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

   During the performance of this Contract, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

   (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

   (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally¬ assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

   (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

(1)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II) (1)

(1) The Contractor certifies, by signing this Addendum, to the best of Contractor's knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA designate items is available at http://www.epa.gov/cpg/products.htm.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Additional FEMA Provisions

16. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

17. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

2 Resource Conservation and Recovery Act

3 National Historic Preservation Act

4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

18. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (e) [§74A (e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

19. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

20. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.

21. Materials and Supplies. (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

22. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre
8/29/19
T:\Users\dshields\Cases\Resource Management\Purchasing Agreements\Specific Negotiated Agreements\2019\FEMA Addendum\FEMA Addendum.docx

DISASTER RECOVERY CONSULTANT SERVICES - FEMA
(RFP-604605-23/LAS)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **DISASTER PROGRAM & OPERATIONS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 830-13 A1A North, #674, Ponte Vedra Beach, Florida 32082, in this Agreement referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide disaster recovery consultant services to Seminole County; and

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

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

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

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study.

CONSULTANT is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONSULTANT's submission in response to this solicitation (collectively, the "contract documents"). This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

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

Section 4. Time for Completion. The services to be rendered by CONSULTANT must be commenced as specified in such Purchase Orders as may be issued under this Agreement and must be completed within the time specified in the respective Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONSULTANT will be compensated at the rates as outlined in Exhibit C, Contract Pricing.

Section 6. Reimbursable Expenses.

(a) If a Purchase Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee" or "Not-to-Exceed" amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Purchase Order.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

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

Section 8. General Terms of Payment and Billing.

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

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

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONSULTANT shall make such materials

available at CONSULTANT's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

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

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from

CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Section 11. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any 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 CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

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

reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

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

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

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

Section 12. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure

that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

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

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

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket

additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

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

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively,

policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00 (Each Accident)
$500,000.00 (Disease-Policy Limit)
$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability

Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit $1,000,000.00

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. Dispute Resolution.

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

than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims" Seminole County Administrative Code.

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

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

Section 21. Representatives of COUNTY and CONSULTANT.

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

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

Section 22. All Prior Agreements Superseded. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

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

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

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

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

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

(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public

records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST 2ND, SANFORD, FL 32771.**

Section 28. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and

venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to

the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONSULTANT:

Disaster Program & Operations, Inc.
830-13 A1A North, #674
Ponte Vedra Beach, FL 32082

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONSULTANT must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONSULTANT for engaging with or contracting for the services of any subcontractors under this Agreement, CONSULTANT must require certification

from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONSULTANT must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

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

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

Section 33. Addendum. COUNTY and CONSULTANT shall comply with the terms of Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, which is attached to and incorporated in this Agreement as Exhibit E. Addendum A controls over any contrary provision elsewhere in this Agreement, but only applies to work performed or services provided by CONSULTANT as a result of a disaster.

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

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

ATTEST:

DISASTER PROGRAM & OPERATIONS, INC.

_____
Witness

By:_____
GABRIELLE BENIGNI, President

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

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

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

Date:_____

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
DGS\sfa
10/23/2023
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604605 (Disaster Program & Operations, Inc.).docx

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

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance
Exhibit E - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts

Exhibit A

SCOPE OF SERVICES

Purpose: Seeking to retain services of a competent and qualified Consultant(s) for Disaster Recovery Services. Consultants will be required to fulfill including, but not limited to, the following tasks and obligations:

1. Financial recovery in support of the Fiscal/Budgetary operations of the County, primarily related to federal and state disaster reimbursement. The consultant will prepare required documentation for any disaster claims, coordination of appeals processes of these claims and other duties necessary to secure appropriate funding reimbursement from federal and state agencies during and after disaster events. This task may also include personnel to represent the County and provide project management of complex and long-term disaster driven projects.

2. Staffing of the Documentation Unit within the Emergency Operations Center during local activation. This includes sheltering in place while conditions prevent the save travel during an event. Primary tasks performed under this unit include maintaining work records, daily reports, verifying County policy is adhered to, and management of other activation related documentation. Operational periods are typically twelve-hour shifts.

3. Provide upon request debris specialist for contract and operations monitoring of County debris operation.

4. Provide upon request damage assessment of County facilities, including technical assistance to deliver a detailed report that include descriptions, dimensions, and other elements of information required to support reimbursement of repair expenses.

5. Policy review and development pertaining to policies used during disasters including but not limited to labor, union, insurance policies, and obtain and maintain requirements. Provide training assistance as needed relating to disaster response and recovery requirements and procedures.

The consultant must have in depth knowledge of government financial operations and accounting, Federal Emergency Management Agency (FEMA) regulations and requirements related to the Stafford Act and the Public Assistance Program, including Title 2 and Title 44 of the Code of Federal Regulations.

The consultant must have current experience in Florida with Federal Emergency Management Agency (FEMA) funding through the Public Assistance Program, including section 406 mitigation projects. The experience must encompass the initial request for public assistance through project closeout and final reconciliation. In addition, the consultant should have knowledge of Federal Highway Administration (FHWA), as well as Natural Resources Conservation Service (NRCS) funding opportunities.

It is preferable that the consultant have local resources available.

Task assignments/Release Orders will be issued via purchase order on an as needed basis.

Please indicate how you would manage the response and financial recovery process for Seminole County, including the use of onsite personnel, personnel working remotely, and the use of technology.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

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**	**0.00**

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

Exhibit C
Price Proposal

RFP-604605-23/LAS – DISASTER RECOVERY CONSULTANT SERVICES - FEMA

Name of Proposer: Disaster Program & Operations, Inc.

Mailing Address: 830-13 A1A North #674

City/State/Zip: Ponte Vedra Beach, FL 32082

Phone Number: (561) 436-3383 FAX Number: (_____) _____

E-Mail Address: gbenigni@dpando.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 3, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/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 proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits, Profit
- Equipment and related items
- Any Cost associated with work

Position Description – Minimum Experience	**Hourly Rate**
Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 years Federal Disaster Recovery experience)	$150.00
Disaster Recovery Project Manager (Minimum 5 years FEMA Public Assistance experience)	$95.00
FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	$80.00
FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Assistance experience)	$65.00
PA Grant Admin	$45.00

REIMBURSABLE EXPENSES POLICIES AND ALLOWANCES:

1. Reimbursement for mileage will be at the IRS rate. Local mileage not allowed within a 50 mile radius of the job site.
2. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants.
3. Reimbursement for lodging shall be at $100.00 or the actual expenses for lodging at a “non-resort” type hotel located in Seminole County. Meals shall not exceed:

Without Receipts	**With Receipts**:
A. Breakfast $6.00	$10.00
B. Lunch $11.00	$13.00
C. Dinner $19.00	$27.00

Reimbursement for meals, travel, vehicle mileage, tolls and parking shall not apply to local employees of the Contractor.

4. Reimbursement for air fare shall be based on coach rates.
5. Reimbursement for reproductions, drawings and postage is authorized at actual cost.

Note: Any expenses under the above reimbursement policies must be supported by documents such as a receipt or invoice, identify the employee/contractor's name, date of services and explanation of the expense. Travel expenses must be submitted or invoiced to the County within 90 days.

Exhibit C- Pricing Proposal

Description	Unit of Measure	Percentage
Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery	Percent of Total	10.%
Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	Percent of Total	15.%
FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	Percent of Total	35.%
FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	Percent of Total	30.%
PA Grant Admin	Percent of Total	10.%
	TOTAL	100.%

EXHIBIT “D”

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number_____ are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number _____for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach.

[Balance of this page intentionally blank; signatory page follows]

DATED this _____ day of _____, 20____.

_____
Consultant Name

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____ , 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

_____
Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 11/2020

Exhibit E

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

Definitions

The term "Contractor", as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term "Contract", as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

General Provisions

A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration's Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the "FEMA Requirements") apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.

2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.

3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

   During the performance of this Contract, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally¬ assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

(1)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II) (1)

(1) The Contractor certifies, by signing this Addendum, to the best of Contractor's knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA designate items is available at http://www.epa.gov/cpg/products.htm.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Additional FEMA Provisions

16. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

17. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

2 Resource Conservation and Recovery Act

3 National Historic Preservation Act

4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

18. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (e) [§74A (e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

19. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

20. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.

21. Materials and Supplies. (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

22. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre
8/29/19
T:\Users\dshields\Cases\Resource Management\Purchasing Agreements\Specific Negotiated Agreements\2019\FEMA Addendum\FEMA Addendum.docx

DISASTER RECOVERY CONSULTANT SERVICES - FEMA
(RFP-604605-23/LAS)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **ICF INCORPORATED, L.L.C.**, duly authorized to conduct business in the State of Florida, whose address is 1902 Reston Metro Plaza, Reston, VA 20190, in this Agreement referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide disaster recovery consultant services to Seminole County; and

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

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

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

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study. CONSULTANT is also bound by all requirements as contained in the solicitation package, all

addenda to this package, and CONSULTANT's submission in response to this solicitation (collectively, the "contract documents"). This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

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

Section 4. Time for Completion. The services to be rendered by CONSULTANT must be commenced as specified in such Purchase Orders as may be issued under this Agreement and must be completed within the time specified in the respective Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONSULTANT will be compensated at the rates as outlined in Exhibit C, Contract Pricing.

Section 6. Reimbursable Expenses.

(a) If a Purchase Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee" or "Not-to-Exceed" amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Purchase Order.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

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

Section 8. General Terms of Payment and Billing.

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

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

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

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

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

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Section 11. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any 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 CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

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

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of

CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

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

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

Section 12. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

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

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

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of

Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

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

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements.

CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. Dispute Resolution.

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

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

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

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

Section 21. Representatives of COUNTY and CONSULTANT.

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

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

Section 22. All Prior Agreements Superseded. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the

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

Section 23. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

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

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

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

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

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

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

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

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

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

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST 2ND, SANFORD, FL 32771.**

Section 28. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

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

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONSULTANT:

ICF Incorporated, L.L.C.
1902 Reston Metro Plaza
Reston, VA 20190

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

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

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

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

Section 33. Addendum. COUNTY and CONSULTANT shall comply with the terms of Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, which is attached to and incorporated in this Agreement as Exhibit E. Addendum A controls over any contrary provision elsewhere in this Agreement, but only applies to work performed or services provided by CONSULTANT as a result of a disaster.

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

ATTEST:

IFC INCORPORATED, L.L.C.

_____
Witness

By:_____
JAMES MORGAN, Manager

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
GLK/DGS\sfa
10/18/2023
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604605 (ICF Incorporated, L.L.C.).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance
Exhibit E - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts

Exhibit A

SCOPE OF SERVICES

Purpose: Seeking to retain services of a competent and qualified Consultant(s) for Disaster Recovery Services. Consultants will be required to fulfill including, but not limited to, the following tasks and obligations:

1. Financial recovery in support of the Fiscal/Budgetary operations of the County, primarily related to federal and state disaster reimbursement. The consultant will prepare required documentation for any disaster claims, coordination of appeals processes of these claims and other duties necessary to secure appropriate funding reimbursement from federal and state agencies during and after disaster events. This task may also include personnel to represent the County and provide project management of complex and long-term disaster driven projects.

2. Staffing of the Documentation Unit within the Emergency Operations Center during local activation. This includes sheltering in place while conditions prevent the save travel during an event. Primary tasks performed under this unit include maintaining work records, daily reports, verifying County policy is adhered to, and management of other activation related documentation. Operational periods are typically twelve-hour shifts.

3. Provide upon request debris specialist for contract and operations monitoring of County debris operation.

4. Provide upon request damage assessment of County facilities, including technical assistance to deliver a detailed report that include descriptions, dimensions, and other elements of information required to support reimbursement of repair expenses.

5. Policy review and development pertaining to policies used during disasters including but not limited to labor, union, insurance policies, and obtain and maintain requirements. Provide training assistance as needed relating to disaster response and recovery requirements and procedures.

The consultant must have in depth knowledge of government financial operations and accounting, Federal Emergency Management Agency (FEMA) regulations and requirements related to the Stafford Act and the Public Assistance Program, including Title 2 and Title 44 of the Code of Federal Regulations.

The consultant must have current experience in Florida with Federal Emergency Management Agency (FEMA) funding through the Public Assistance Program, including section 406 mitigation projects. The experience must encompass the initial request for public assistance through project closeout and final reconciliation. In addition, the consultant should have knowledge of Federal Highway Administration (FHWA), as well as Natural Resources Conservation Service (NRCS) funding opportunities.

It is preferable that the consultant have local resources available.

Task assignments/Release Orders will be issued via purchase order on an as needed basis.

Please indicate how you would manage the response and financial recovery process for Seminole County, including the use of onsite personnel, personnel working remotely, and the use of technology.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

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**	**0.00**

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

Exhibit C
Price Proposal

RFP-604605-23/LAS – DISASTER RECOVERY CONSULTANT SERVICES - FEMA

Name of Proposer: ICF Incorporated, LLC

Mailing Address: _____

City/State/Zip: _____

Phone Number: (____) _____ FAX Number: (_____) _____

E-Mail Address: _____

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. ____ through____, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/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 proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits, Profit
- Equipment and related items
- Any Cost associated with work

Position Description – Minimum Experience	**Hourly Rate**
Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 years Federal Disaster Recovery experience)	
Disaster Recovery Project Manager (Minimum 5 years FEMA Public Assistance experience)	
FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	
FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Assistance experience)	
PA Grant Admin	

REIMBURSABLE EXPENSES POLICIES AND ALLOWANCES:

1. Reimbursement for mileage will be at the IRS rate. Local mileage not allowed within a 50 mile radius of the job site.
2. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants.
3. Reimbursement for lodging shall be at $100.00 or the actual expenses for lodging at a "non-resort" type hotel located in Seminole County. Meals shall not exceed:

Without Receipts	**With Receipts:**
A. Breakfast $6.00	$10.00
B. Lunch $11.00	$13.00
C. Dinner $19.00	$27.00

Reimbursement for meals, travel, vehicle mileage, tolls and parking shall not apply to local employees of the Contractor.

4. Reimbursement for air fare shall be based on coach rates.
5. Reimbursement for reproductions, drawings and postage is authorized at actual cost.

Note: Any expenses under the above reimbursement policies must be supported by documents such as a receipt or invoice, identify the employee/contractor's name, date of services and explanation of the expense. Travel expenses must be submitted or invoiced to the County within 90 days.

Exhibit C- Price Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	1	Hr	$195.00	$195.00
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	1	Hr	$167.00	$167.00
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	1	Hr	$150.00	$150.00
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	1	Hr	$135.00	$135.00
5	PA Grant Admin	1	Hr	$100.00	$100.00
TOTAL					$747.00

DISASTER RECOVERY CONSULTANT SERVICES- FEMA

Please provide the Estimated percentage of Project hours for EACH Position. The 'Percentage' column total should be 100%. Seminole County will accept ADDITIONAL position proposals as a SEPERATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

Line Item	Description	Unit of Measure	Percentage
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	Percent of Total Project Hours	10%
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	Percent of Total Project Hours	15%
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	Percent of Total Project Hours	35%

Line Item	Description	Unit of Measure	Percentage
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	Percent of Total Project Hours	25%
5	PA Grant Admin	Percent of Total Project Hours	15%

Exhibt C- Price Proposal- Additional Labor Categories and Hourly Rates

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	Special Considerations Specialist (Environmental, Insurance, Historic Preservation)	1	Hr	$155.00	$155.00
7	Technical Specialist III (Architect, Engineer, Code Specialist)	1	Hr	$185.00	$185.00
8	Technical Specialist II (Construction Manager, Scope Developer, Cost Estimator, Debris Specialist)	1	Hr	$155.00	$155.00
9	Technical Specialist I (Damage Assessor/Inspector, Debris Monitor)	1	Hr	$95.00	$95.00
10	Grant Application Funding Specialist (HMGP, BRIC, IIJA, CDBG-DR)	1	Hr	$155.00	$155.00
11	Emergency Operations Center Staffing Support	1	Hr	$235.00	$235.00

EXHIBIT "D"

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number_____ are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number _____for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

DATED this _____ day of _____, 20____.

_____
Consultant Name

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

_____
Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 11/2020

Exhibit E

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

Definitions

The term "Contractor", as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term "Contract", as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

General Provisions

A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration's Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the "FEMA Requirements") apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.

2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.

3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

   During the performance of this Contract, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

   (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

   (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally¬ assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

   (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

(1)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II) (1)

(1) The Contractor certifies, by signing this Addendum, to the best of Contractor's knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA designate items is available at http://www.epa.gov/cpg/products.htm.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Additional FEMA Provisions

16. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

17. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

2 Resource Conservation and Recovery Act

3 National Historic Preservation Act

4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

18. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (e) [§74A (e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

19. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

20. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.

21. Materials and Supplies. (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

22. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre
8/29/19
T:\Users\dshields\Cases\Resource Management\Purchasing Agreements\Specific Negotiated Agreements\2019\FEMA Addendum\FEMA Addendum.docx

DISASTER RECOVERY CONSULTANT SERVICES - FEMA
(RFP-604605-23/LAS)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **INNOVATIVE EMERGENCY MANAGEMENT, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2801 Slater Road, Suite 200, Morrisville, NC 27560, in this Agreement referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide disaster recovery consultant services to Seminole County; and

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

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

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

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study.

CONSULTANT is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONSULTANT's submission in response to this solicitation (collectively, the "contract documents"). This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

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

Section 4. Time for Completion. The services to be rendered by CONSULTANT must be commenced as specified in such Purchase Orders as may be issued under this Agreement and must be completed within the time specified in the respective Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONSULTANT will be compensated at the rates as outlined in Exhibit C, Contract Pricing.

Section 6. Reimbursable Expenses.

(a) If a Purchase Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee" or "Not-to-Exceed" amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Purchase Order.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

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

Section 8. General Terms of Payment and Billing.

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

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

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

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

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

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Section 11. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any 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 CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

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

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of

CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

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

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

Section 12. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

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

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

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of

Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

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

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements.

CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. Dispute Resolution.

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

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

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

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

Section 21. Representatives of COUNTY and CONSULTANT.

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

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

Section 22. All Prior Agreements Superseded. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the

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

Section 23. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

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

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

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

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

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

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

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

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

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

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST 2ND, SANFORD, FL 32771.**

Section 28. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

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

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONSULTANT:

Innovative Emergency Management, Inc.
2801 Slater Road, Suite 200
Morrisville, NC 27560

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

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

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

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

Section 33. Addendum. COUNTY and CONSULTANT shall comply with the terms of Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, which is attached to and incorporated in this Agreement as Exhibit E. Addendum A controls over any contrary provision elsewhere in this Agreement, but only applies to work performed or services provided by CONSULTANT as a result of a disaster.

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

ATTEST:

INNOVATIVE EMERGENCY MANAGEMENT, INC.

_____
Witness

By:_____
MADHU BERIWAL, President

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
GLK\DGS\sfa
10/18/2023
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604605 (Innovative Emergency Management, Inc).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance
Exhibit E - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts

Exhibit A

SCOPE OF SERVICES

Purpose: Seeking to retain services of a competent and qualified Consultant(s) for Disaster Recovery Services. Consultants will be required to fulfill including, but not limited to, the following tasks and obligations:

1. Financial recovery in support of the Fiscal/Budgetary operations of the County, primarily related to federal and state disaster reimbursement. The consultant will prepare required documentation for any disaster claims, coordination of appeals processes of these claims and other duties necessary to secure appropriate funding reimbursement from federal and state agencies during and after disaster events. This task may also include personnel to represent the County and provide project management of complex and long-term disaster driven projects.

2. Staffing of the Documentation Unit within the Emergency Operations Center during local activation. This includes sheltering in place while conditions prevent the save travel during an event. Primary tasks performed under this unit include maintaining work records, daily reports, verifying County policy is adhered to, and management of other activation related documentation. Operational periods are typically twelve-hour shifts.

3. Provide upon request debris specialist for contract and operations monitoring of County debris operation.

4. Provide upon request damage assessment of County facilities, including technical assistance to deliver a detailed report that include descriptions, dimensions, and other elements of information required to support reimbursement of repair expenses.

5. Policy review and development pertaining to policies used during disasters including but not limited to labor, union, insurance policies, and obtain and maintain requirements. Provide training assistance as needed relating to disaster response and recovery requirements and procedures.

The consultant must have in depth knowledge of government financial operations and accounting, Federal Emergency Management Agency (FEMA) regulations and requirements related to the Stafford Act and the Public Assistance Program, including Title 2 and Title 44 of the Code of Federal Regulations.

The consultant must have current experience in Florida with Federal Emergency Management Agency (FEMA) funding through the Public Assistance Program, including section 406 mitigation projects. The experience must encompass the initial request for public assistance through project closeout and final reconciliation. In addition, the consultant should have knowledge of Federal Highway Administration (FHWA), as well as Natural Resources Conservation Service (NRCS) funding opportunities.

It is preferable that the consultant have local resources available.

Task assignments/Release Orders will be issued via purchase order on an as needed basis.

Please indicate how you would manage the response and financial recovery process for Seminole County, including the use of onsite personnel, personnel working remotely, and the use of technology.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

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**	0.00

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

Exhibit C
Price Proposal

RFP-604605-23/LAS – DISASTER RECOVERY CONSULTANT SERVICES - FEMA

Name of Proposer: Innovative Emergency Management, Inc.

Mailing Address: P. O. Box 110265

City/State/Zip: Durham, NC 27709-5265

Phone Number: (919) 990-8191 FAX Number: (919) 237-7468

E-Mail Address: Contracts@IEM.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 3, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/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 proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits, Profit
- Equipment and related items
- Any Cost associated with work

Position Description – Minimum Experience	**Hourly Rate**
Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 years Federal Disaster Recovery experience)	$175.00
Disaster Recovery Project Manager (Minimum 5 years FEMA Public Assistance experience)	$135.00
FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	$115.00
FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Assistance experience)	$95.00
PA Grant Admin	$80.00

REIMBURSABLE EXPENSES POLICIES AND ALLOWANCES:

1. Reimbursement for mileage will be at the IRS rate. Local mileage not allowed within a 50 mile radius of the job site.
2. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants.
3. Reimbursement for lodging shall be at $100.00 or the actual expenses for lodging at a "non-resort" type hotel located in Seminole County. Meals shall not exceed:

DS

Without Receipts	**With Receipts:**
A. Breakfast $6.00	$10.00
B. Lunch $11.00	$13.00
C. Dinner $19.00	$27.00

Reimbursement for meals, travel, vehicle mileage, tolls and parking shall not apply to local employees of the Contractor.

4. Reimbursement for air fare shall be based on coach rates.
5. Reimbursement for reproductions, drawings and postage is authorized at actual cost.

Note: Any expenses under the above reimbursement policies must be supported by documents such as a receipt or invoice, identify the employee/contractor's name, date of services and explanation of the expense. Travel expenses must be submitted or invoiced to the County within 90 days.

DocuSigned by:

964FBB635BAD47E...

Keith Reynolds

Manager of Contract Administration

Exhibit C- Price Proposals

DISASTER RECOVERY CONSULTANT SERVICES- FEMA

Please provide the hourly rate for each line item in the table. The hourly rate shall include all costs associated with providing the required services including, but not limited to: General Administrative Overhead. Fringe and benefits, profit. Equipment and Related items. Any cost associated with work. Seminole County will accept ADDITIONAL position proposals as a SEPARATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	1	Hr	$175.00	$175.00
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	1	Hr	$135.00	$135.00
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	1	Hr	$115.00	$115.00
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	1	Hr	$95.00	$95.00
5	PA Grant Admin	1	Hr	$80.00	$80.00
TOTAL					**$600.00**

Exhibit C- Price Proposal

DISASTER RECOVERY CONSULTANT SERVICES- FEMA

Please provide the Estimated percentage of Project hours for EACH Position. The 'Percentage' column total should be 100%. Seminole County will accept ADDITIONAL position proposals as a SEPERATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

Line Item	Description	Unit of Measure	Percentage
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	Percent of Total Project Hours	5%
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	Percent of Total Project Hours	10%
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	Percent of Total Project Hours	35%
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	Percent of Total Project Hours	35%
5	PA Grant Admin	Percent of Total Project Hours	15%

Exhibit C- Price Proposal -ADDITIONAL/SUPPLEMENTAL POSITIONS

Innovative Emergency Management, Inc. (IEM) confirms that no additional positions are being proposed for this opportunity.

EXHIBIT "D"

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number_____ are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number _____for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

DATED this _____ day of _____, 20____.

_____
Consultant Name

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

_____
Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 11/2020

Exhibit E

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

Definitions

The term "Contractor", as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term "Contract", as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

General Provisions

A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration's Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the "FEMA Requirements") apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.

2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.

3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

   During the performance of this Contract, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

   (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

   (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally¬ assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

   (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

(1)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II) (1)

(1) The Contractor certifies, by signing this Addendum, to the best of Contractor's knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA designate items is available at http://www.epa.gov/cpg/products.htm.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Additional FEMA Provisions

16. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

17. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

2 Resource Conservation and Recovery Act

3 National Historic Preservation Act

4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

18. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (e) [§74A (e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

19. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

20. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.

21. Materials and Supplies. (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

22. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre
8/29/19
T:\Users\dshields\Cases\Resource Management\Purchasing Agreements\Specific Negotiated Agreements\2019\FEMA Addendum\FEMA Addendum.docx

DISASTER RECOVERY CONSULTANT SERVICES - FEMA
(RFP-604605-23/LAS)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **TETRA TECH, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2301 Lucien Way, Suite 120, Maitland, FL 32751, in this Agreement referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide disaster recovery consultant services to Seminole County; and

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

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

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

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study. CONSULTANT is also bound by all requirements as contained in the solicitation package, all

addenda to this package, and CONSULTANT's submission in response to this solicitation (collectively, the "contract documents"). This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

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

Section 4. Time for Completion. The services to be rendered by CONSULTANT must be commenced as specified in such Purchase Orders as may be issued under this Agreement and must be completed within the time specified in the respective Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". CONSULTANT will be compensated at the rates as outlined in Exhibit C, Contract Pricing.

Section 6. Reimbursable Expenses.

(a) If a Purchase Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee" or "Not-to-Exceed" amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Purchase Order.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

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

Section 8. General Terms of Payment and Billing.

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

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

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

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

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

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Section 11. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any 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 CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

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

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of

CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

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

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

Section 12. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

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

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

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of

Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

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

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements.

CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. Dispute Resolution.

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

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

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

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

Section 21. Representatives of COUNTY and CONSULTANT.

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

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

Section 22. All Prior Agreements Superseded. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the

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

Section 23. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

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

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

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

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

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

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

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

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

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

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST 2ND, SANFORD, FL 32771.**

Section 28. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

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

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Resource Management Department
1101 E. 1st Street
Sanford, FL 32771

With a copy to:

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

For CONSULTANT:

Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

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

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

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

Section 33. Addendum. COUNTY and CONSULTANT shall comply with the terms of Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, which is attached to and incorporated in this Agreement as Exhibit E. Addendum A controls over any contrary provision elsewhere in this Agreement, but only applies to work performed or services provided by CONSULTANT as a result of a disaster.

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

ATTEST:

TETRA TECH, INC.

_____
Witness

By:_____
DAN L. BATRACK, Chairman of the Board, CEO

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
GLK\DGS\sfa
10/18/2023
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604605 (Tetra Tech, Inc.).docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance
Exhibit E - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts

Exhibit A

SCOPE OF SERVICES

Purpose: Seeking to retain services of a competent and qualified Consultant(s) for Disaster Recovery Services. Consultants will be required to fulfill including, but not limited to, the following tasks and obligations:

1. Financial recovery in support of the Fiscal/Budgetary operations of the County, primarily related to federal and state disaster reimbursement. The consultant will prepare required documentation for any disaster claims, coordination of appeals processes of these claims and other duties necessary to secure appropriate funding reimbursement from federal and state agencies during and after disaster events. This task may also include personnel to represent the County and provide project management of complex and long-term disaster driven projects.

2. Staffing of the Documentation Unit within the Emergency Operations Center during local activation. This includes sheltering in place while conditions prevent the save travel during an event. Primary tasks performed under this unit include maintaining work records, daily reports, verifying County policy is adhered to, and management of other activation related documentation. Operational periods are typically twelve-hour shifts.

3. Provide upon request debris specialist for contract and operations monitoring of County debris operation.

4. Provide upon request damage assessment of County facilities, including technical assistance to deliver a detailed report that include descriptions, dimensions, and other elements of information required to support reimbursement of repair expenses.

5. Policy review and development pertaining to policies used during disasters including but not limited to labor, union, insurance policies, and obtain and maintain requirements. Provide training assistance as needed relating to disaster response and recovery requirements and procedures.

The consultant must have in depth knowledge of government financial operations and accounting, Federal Emergency Management Agency (FEMA) regulations and requirements related to the Stafford Act and the Public Assistance Program, including Title 2 and Title 44 of the Code of Federal Regulations.

The consultant must have current experience in Florida with Federal Emergency Management Agency (FEMA) funding through the Public Assistance Program, including section 406 mitigation projects. The experience must encompass the initial request for public assistance through project closeout and final reconciliation. In addition, the consultant should have knowledge of Federal Highway Administration (FHWA), as well as Natural Resources Conservation Service (NRCS) funding opportunities.

It is preferable that the consultant have local resources available.

Task assignments/Release Orders will be issued via purchase order on an as needed basis.

Please indicate how you would manage the response and financial recovery process for Seminole County, including the use of onsite personnel, personnel working remotely, and the use of technology.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

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**	0.00

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

Exhibit C
Price Proposal

RFP-604605-23/LAS – DISASTER RECOVERY CONSULTANT SERVICES - FEMA

Name of Proposer: Tetra Tech, Inc.

Mailing Address: 2301 Lucien Way, Ste. 120

City/State/Zip: Maitland, FL, 32751

Phone Number: (321) 441-8500 FAX Number: (321) 441-8501

E-Mail Address: TDR.contracts@tetratech.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 3, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/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 proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits, Profit
- Equipment and related items
- Any Cost associated with work

Position Description – Minimum Experience	**Hourly Rate**
Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 years Federal Disaster Recovery experience)	$195.00
Disaster Recovery Project Manager (Minimum 5 years FEMA Public Assistance experience)	$155.00
FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	$145.00
FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Assistance experience)	$125.00
PA Grant Admin	$80.00

REIMBURSABLE EXPENSES POLICIES AND ALLOWANCES:

1. Reimbursement for mileage will be at the IRS rate. Local mileage not allowed within a 50 mile radius of the job site.
2. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants.
3. Reimbursement for lodging shall be at $100.00 or the actual expenses for lodging at a "non-resort" type hotel located in Seminole County. Meals shall not exceed:

Without Receipts	**With Receipts:**
A. Breakfast $6.00	$10.00
B. Lunch $11.00	$13.00
C. Dinner $19.00	$27.00

Reimbursement for meals, travel, vehicle mileage, tolls and parking shall not apply to local employees of the Contractor.

4. Reimbursement for air fare shall be based on coach rates.
5. Reimbursement for reproductions, drawings and postage is authorized at actual cost.

Note: Any expenses under the above reimbursement policies must be supported by documents such as a receipt or invoice, identify the employee/contractor's name, date of services and explanation of the expense. Travel expenses must be submitted or invoiced to the County within 90 days.

Exhibit C- Price Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	1	Hr	$195.00	$195.00
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	1	Hr	$155.00	$155.00
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	1	Hr	$145.00	$145.00
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	1	Hr	$125.00	$125.00
5	PA Grant Admin	1	Hr	$80.00	$80.00
TOTAL					**$700.00**

DISASTER RECOVERY CONSULTANT SERVICES- FEMA

Please provide the Estimated percentage of Project hours for EACH Position. The 'Percentage' column total should be 100%. Seminole County will accept ADDITIONAL position proposals as a SEPERATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

Line Item	Description	Unit of Measure	Percentage
1	Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience)	Percent of Total Project Hours	5.26%
2	Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)	Percent of Total Project Hours	15.79%
3	FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)	Percent of Total Project Hours	21.05%

Line Item	Description	Unit of Measure	Percentage
4	FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)	Percent of Total Project Hours	36.85%
5	PA Grant Admin	Percent of Total Project Hours	21.05%

Exhibit C- Additional Positions

Tetra Tech is pleased to submit the additional positions listed below to be utilized when it is more appropriate to complete tasks required by the contract scope of work. These additional positions are not in lieu of positions defined within the RFP, and the responsibilities of the added positions are supplementary to the responsibilities of the County defined positions. Estimated percentages of hours will be provided on a task order basis.

Title	Hourly Rate
Principal Debris Management Specialist	$185.00
Debris Management Specialist	$125.00
Senior Damage Assessor	$115.00
Damage Assessor	$95.00
Senior Cost Estimator	$135.00
Cost Estimator	$115.00
Principal Engineer	$225.00
Senior Engineer	$195.00
Engineer	$175.00
Senior Financial Manager	$135.00
Financial Manager	$115.00
Senior EOC Staff	$165.00
EOC Staff	$125.00
Case Manager Supervisor	$95.00
Case Management Staff	$75.00
Call Center Supervisor	$65.00
Call Center Staff	$45.00

EXHIBIT "D"

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number_____ are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number _____for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

DATED this _____ day of _____, 20____.

_____
Consultant Name

By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, ☐ who is personally known to me or ☐ who has produced _____ as identification.

_____
Print Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires:_____

E-Verify Affidavit
Revised 11/2020

Exhibit E

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

Definitions

The term "Contractor", as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term "Contract", as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

General Provisions

A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration's Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the "FEMA Requirements") apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.

2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.

3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

   During the performance of this Contract, the Contractor agrees as follows:

   (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

(1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

(2) The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally¬ assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of $150,000)

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

(1)

a. By signing this Addendum, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix II) (1)

(1) The Contractor certifies, by signing this Addendum, to the best of Contractor's knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

(1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA designate items is available at http://www.epa.gov/cpg/products.htm.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

(1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Additional FEMA Provisions

16. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

(1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

17. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.

2 Resource Conservation and Recovery Act

3 National Historic Preservation Act

4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

18. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (e) [§74A (e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

19. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

20. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.

21. Materials and Supplies. (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

22. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre
8/29/19
T:\Users\dshields\Cases\Resource Management\Purchasing Agreements\Specific Negotiated Agreements\2019\FEMA Addendum\FEMA Addendum.docx

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1174

Title:

Award CC-4727-23/GCM - Sand Lake Road at SR434 & Sand Lake Road at West Lake Brantley Road Intersection Improvements to Southland Construction, Inc. of Apopka, in the amount of $2,781,977.24 and authorize the Purchasing and Contracts Division to execute the Agreement; and approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-008 to transfer $1,517,786.00 from 2014 Infrastructure Sales Tax reserves; $6,000.00 from West Collector Impact Fee Fund reserves; and to appropriate funding in the amount of $612,000.00 from Public Works Grant Fund. District3 - Constantine (**Diane Reed, Purchasing and Contracts Division Manager**) Requesting Department - Public Works Engineering

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Gladys Marrozos, Lead Senior Procurement Analyst/407-665-7110

Background:

CC-4727-23/GCM will provide construction of turn lanes, sidewalks, and a Mast Arm/Pedestrian Signal, adjustment of drainage structures and modification of driveways at 2 locations on Sand Lake Road at SR434 and at West Lake Brantley Road.

The project was publicly advertised, and the County received four (4) bids in response to the solicitation, two (2) of which were deemed non-responsive. The Review Committee consisting of Matt Hassan, Assistant County Engineer; Ted Holmes, Chief Construction Engineer; and Dino Lucarelli, Chief Design Engineer all from Public Works Department, reviewed the responses. Consideration was given to bid price, experience, and qualifications.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder Southland Construction, Inc., in the amount of $2,781,977.24. The completion time for this project is one hundred ninety (190) calendar days to Substantial Completion and an additional fifteen (15) calendar days to Final Completion after execution of a Notice to Proceed by the County.

$924,158.00 is currently available in SR434/Sand Lk Rd Int Imp (Account # 01785147.560650.00001), SR434/Sand Lk Rd Signal (Account # 02107082.560650.00001), and Sand Lk Rd to W Brantley Turn Lane (Account # 02001728.560650.00001). The remaining funds will be available with the approval of BAR #24-008.

Attached is BAR #24-008 appropriates funding from multiple funding sources. Funding is provided from Penny Sales Tax, West Collector Impact Fee Fund and grant funds. The grant funding is provided by the Florida Department of Transportation in the amount of $612,000.00 to cover costs associated with the intersection improvements at Sand Lake Road and SR434. A cost table is attached. This project was identified on the 2014 Infrastructure Sales Tax referendum under the Major Project section of the agreement.

Staff Recommendation:

Staff recommends that the Board award CC-4727-23/GCM - Sand Lake Road at SR434 & Sand Lake Road at West Lake Brantley Road Intersection Improvements to Southland Construction, Inc. of Apopka, in the amount of $2,781,977.24 and authorize the Purchasing and Contracts Division to execute the Agreement and approve and authorize the Chairman to execute a Resolution Implementing Budget Amendment Request (BAR) #24-008 to transfer $1,517,768.00 from 2014 Infrastructure Sales Tax reserves; $6,000.00 from West Collector Impact Fee Fund reserves; and to appropriate funding in the amount of $612,000.00 from the Public Works Grant Fund.

CONSTRUCTION SERVICES AGREEMENT
SAND LAKE ROAD AT SR 434 & SAND LAKE ROAD AT
W. LAKE BRANTLEY ROAD INTERSECTION IMPROVEMENTS
(CC-4727-23/GCM)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **SOUTHLAND CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 172 W. 4th Street, Apopka, Florida 32703, in this Agreement referred to as "CONTRACTOR"" and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

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 Sand Lake Road at SR 434 and Sand Lake Road at W. Lake Brantley Road Intersection Improvements project.

Section 2. Engineer.

(a) The Engineer of Record ("ENGINEER") as named in the Contract Documents is Metric Engineering, Inc., whose address is 525 Technology Park, Suite 153 Lake Mary, Florida 32746.

(b) COUNTY's contracted consultant for construction, engineering, and inspection ("CEI") services as named in the Contract Documents is England-Thims & Miller, Inc., whose address is 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746.

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 ninety (190) 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 fifteen (15) 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 TWO MILLION SEVEN HUNDRED EIGHTY-ONE THOUSAND NINE HUNDRED SEVENTY-SEVEN AND 24/100 DOLLARS ($2,781,977.24), 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 Destry Sorrell. 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 which must include FDOT as an additional insured.

(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 COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount of Five Hundred and No/100 Dollars ($500.00) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is Substantially Complete. It is agreed that if the work is not completed by the final completion date in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay one quarter (1/4) of the rate set forth above. The parties acknowledge and agree that the liquidated amounts described in this Section are not a penalty, but instead a reasonable measure of damages based upon the parties' experience in the relevant industry and given the nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

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

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

Section 10. Definitions, Assignment, and Binding Effect.

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

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

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Section 11. CONTRACTOR's Specific Consideration. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of Two Hundred Fifty and No/100 Dollars ($250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original contract price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

Section 12. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for

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

Section 13. Notices. Whenever either party desires to give notice to the other including, but not limited to contract claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County 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:

Metric Engineering, Inc.
525 Technology Park, Suite 153
Lake Mary, FL 32746

For CONTRACTOR:

Southland Construction, Inc.
172 W. 4th Street
Apopka, FL 32703

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.

To the extent provided by law, CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONTRACTOR, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONTRACTOR hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

(b) The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the COUNTY for the negligent acts or omissions of the COUNTY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Contract.

(c) 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 intentionally wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Contract. The subsection will survive the termination of this Contract.

(d) The indemnification provisions of this section are intended to be cumulative in protecting COUNTY and the State of Florida, Department of Transportation and no provision of this section may be construed as negating the protection of either party afforded in another provision of this section. If any provision or application of such provision of this section to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect the other provisions or applications of this section that can be given effect without the invalid provision or application, and to this end the provisions of this section are declared severable

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 Americans 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 o 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: SOUTHLAND CONSTRUCTION, INC.

_____ By:_____

, Secretary , President

(CORPORATE SEAL) Date:_____

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

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
ROBERT BRADLEY,
Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
RM
11/15/22 1/5/23 1/11/23 9/28/23
T:\Users\Legal Secretary CSB\Purchasing 2023\CC-4727 v2.docx

Attachments:
Exhibit A – Scope of Services
Exhibit B – Bid Form
Exhibit C – Trench Safety Act
Exhibit D – Americans with Disabilities Act Affidavit
Exhibit E – Construction Forms
Exhibit F – Affidavit of E-Verification Requirements Compliance

Exhibit A

Scope of Services

Sand Lake Road at SR 434 & Sand Lake Road at W. Lake Brantley Road Intersection Improvements

SAND LAKE ROAD AT SR 434 IMPROVEMENTS

The scope of work is for the addition of two right turn lanes on Sand Lake Road. The first turn lane is for a westbound right turn lane extension to Lake Brantley High School will extend back to SR 434. A new 6-ft sidewalk will be constructed at the back of curb. Two existing drainage structures will be adjusted based on the proposed turn lane extension. The project will require the modification of three driveways. A new mast arm signal will be constructed at the intersection of SR 434 at Sand Lake Road.

SAND LAKE ROAD AT WEST LAKE BRANTLEY RD IMPROVEMENTS

The scope of work is for a new eastbound right turn lane onto west Lake Brantley Road. The turn lane length will be 235-ft which includes a 50-ft taper. All work is proposed to be within the existing R/W. New sidewalk will be constructed at the back of the proposed curb and gutter location. The existing drainage conveyance will be maintained. The existing traffic signal is to remain, but new pedestrian signal will be required.

RESTRICTIONS APPLICABLE TO THIS PROJECT:

Seven (7) days prior to construction the contractor is to setup and display 2 VMS boards indicating the start of construction date.

Exhibit B

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Sand Lake Road at SR434 & W. Lake Brantley Intersection Improvements

COUNTY CONTRACT NO. CC-4727-23/GCM

Name of Bidder: Southland Construction, Inc.

Mailing Address: 172 West 4th Apopka Fl 32703

Street Address: 172 West 4th

City/State/Zip: Apopka, Fl, 32703

Phone Number: (407) 889-9844

FAX Number: (407) 886-4348

E-Mail Address: Dtcarr@scifl.com

Contractor License Number: CGC003786

TO: Purchasing and Contracts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Bidding Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Bidding Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 4, on file at the Purchasing and Contracts Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Bidding Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Bidding Documents.

Bid prices must be stated in words and numbers in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Bidding Documents.

The undersigned, as Bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any person, firm or corporation; and agrees, if the Bid is accepted, that he will execute an Agreement with the

COUNTY in the form set forth in the Bidding Documents in strict compliance with all of County requirements.

Pursuant to and in compliance with this Invitation to Bid, Instructions to Bidders, and all documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment required to do the Work in strict accordance with the Bidding Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: ~~2,782,000.00~~ 2,781,977.24
Numbers

~~Two million seven hundred eighty two Thousand.~~

Two million seven hundred eighty one nine hundred seventy seven and 24/00

(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of $250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.

2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, insurance, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 23 day of August, 2023.

Southland Construction, Inc.
(Name of BIDDER)

(Signature of person signing this BID FORM)

Daniel T. Carr
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bidder bond

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

CIP NO. 01785147 SAND LAKE ROAD IMPROVEMENTS - BID TAB

PAY ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY SAND LAKE RD	QUANTITY LAKE BRANTLEY	QUANTITY TOTAL	UNIT PRICE	TOTAL AMOUNT
	ROADWAY						
101 1	MOBILIZATION (MAXIMUM 20% OF SUBTOTAL OF ALL NON-LUMP SUM ITEMS)	LS	1	1	1	398,000.00	$ 398,000.00
102 1	MAINTENANCE OF TRAFFIC (MAXIMUM 20% OF SUBTOTAL OF ALL NON-LUMP SUM ITEMS)	LS	1	1	1	261,400.00	$ 261,400.00
102 14	TRAFFIC CONTROL OFFICER	HR	240		240	98.00	$ 23,520.00
102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED		14	14	11.60	$ 162.40
102 104	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	ED	460		460	27.20	$ 12,512.00
102 107 1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	ED	460		460	40.00	$ 18,400.00
104 10 3	SEDIMENT BARRIER	LF	345	293	638	6.00	$ 3,828.00
104 18	INLET PROTECTION SYSTEM	EA	6		6	130.00	$ 780.00
107 1	LITTER REMOVAL AND DISPOSAL	AC	2.25		2.25	130.00	$ 292.50
107 2	MOWING	AC	0.39		0.39	1,800.00	$ 702.00
110 1 1	CLEARING AND GRUBBING (MAXIMUM 10% OF SUBTOTAL OF ALL NON-LUMP SUM ITEMS)	LS	1	1	1	161,458.50	$ 161,458.50
110 4 10	REMOVAL OF EXISTING CONCRETE	SY	1218	216	1434	27.00	$ 38,718.00
120 1	REGULAR EXCAVATION	CY	452	242	694	28.00	$ 19,432.00
120 6	EMBANKMENT	CY	65		65	28.00	$ 1,820.00
160 4	TYPE B STABILIZATION	SY	655	358	1013	38.00	$ 38,494.00
285 709	OPTIONAL BASE GROUP 9	SY	534	283	817	45.00	$ 36,765.00
327 70 1	MILLING EXISTING ASPHALT 1" AVERAGE DEPTH	SY	3,984		3984	8.00	$ 31,872.00
334 1 13	TYPE SP STRUCTURAL COURSE, (TRAFFIC C)	TN	53.6	31.2	84.8	350.00	$ 29,680.00
337 7 82	FRICTION COURSE, FC - 9.5 (TRAFFIC C) (PG 76-22) (1")	TN	226.3	15.6	241.9	330.00	$ 79,827.00
425 1 351	INLETS, CURB, TYPE P-5, <10'	EA	2		2	11,600.00	$ 23,200.00
425 2 41	MANHOLES, P-7, <10'	EA	1		1	8,420.00	$ 8,420.00
425 2 61	MANHOLES, P-8, <10'	EA	1		1	8,420.00	$ 8,420.00
430 175 115	PIPE CULVERT, OPT. MATERIAL, ROUND, 15" STORM	LF	20		20	500.00	$ 10,000.00
430 175 118	PIPE CULVERT, OPT. MATERIAL, ROUND, 18" STORM	LF	8		8	390.00	$ 3,120.00
520 1 10	CONCRETE CURB AND GUTTER, TYPE F	LF	691	288	979	41.40	$ 40,530.60
520 2 4	CONCRETE CURB, TYPE D	LF	9		9	396.00 44.00	$ 410.96
520 3	VALLEY GUTTER - CONCRETE	LF	29		29	1131.00 39.00	$ 1,138.80
520 5 11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	512		512	39.00	$ 19,968.00
520 70	TRAFFIC SEPARATOR CONCRETE-VARIABLE WIDTH	SY	115		115	97.00	$ 11,155.00
522 1	SIDEWALK CONCRETE, 4" THICK	SY	1,231	152	1383	55.20	$ 76,341.60
522 2	SIDEWALK CONCRETE, 6" THICK	SY	268	43	311	84.50	$ 26,279.50
527 2	DETECTABLE WARNING	SF	116	10	126	44.00	$ 5,544.00
570 1 2	PERFORMANCE TURF, SOD	SY	668	118	786	22.50	$ 17,685.00
	SIGNING AND PAVEMENT MARKING						
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	11	1	12	770.00	$ 9,240.00
700 1 50	SINGLE POST SIGN, RELOCATE	AS	2		2	290.00	$ 580.00
700 1 60	SINGLE POST SIGN, REMOVE	AS	6	1	7	140.00	$ 980.00
705 10 1	OBJECT MARKERM TYPE 1	EA	2		2	230.00	$ 460.00

706 1 1	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS	EA		10	10	5.80	$ 58.00
706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	69		69	5.80	$ 400.20
710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	1	2	4,200.00	$ 8,400.00
711 11 123	THERMOPLASTIC, STANDARD WHITE, SOLID 12" FOR CROSSWALK AND ROUNDABOUT	LF	651	625	1,276	3.60	$ 4,593.60
711 11 125	THERMOPLASTIC, STANDARD WHITE, SOLID 24" FOR STOP LINE AND CROSSWALK	LF	105	24	129	7.20	$ 928.80
711 11 141	THERMOPLASTIC, STANDARD WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.041		0.041	2,035.00	$ 83.44
711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	18	2	20	70.00	$ 1,400.00
711 11 241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE/ 6-10 DOTTED EXTENSION LINE, 6"	GM	0.020		0.020	2,085.00	$ 41.70
711 14 123	THERMOPLASTIC, PERFORMED, WHITE, SOLID, 12" CROSSWALK	LF	100		100	11.60	$ 1,160.00
711 14 125	THERMOPLASTIC, PERFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	463		463	23.20	$ 10,741.60
711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.402	0.085	0.487	5,825.00	$ 2,836.78
711 16 131	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	GM	0.072		0.072	2,030.00	$ 146.16
711 16 201	THERMOPLASTIC, OTHER SURFACES, YELLOW, SOLID 6"	GM	0.242		0.242	5,860.00	$ 1,418.12
711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVT MARKING - SURFACE TO REMAIN	SF	1474	992	2,466	2.60	$ 6,411.60
	SIGNALIZATION						
630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	510	205	715	25.80	$ 18,447.00
630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	3265	1620	4,885	32.60	$ 159,251.00
632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	2	1	3	10,120.00	$ 30,360.00
632 7 6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	2	1	3	3,540.00	$ 10,620.00
633 1 122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF	255		255	3.15	$ 803.25
633 1 123	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	LF	2560	1915	4,475	3.40	$ 15,215.00
633 1 620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	1645	450	2,095	1.90	$ 3,980.50
633 2 31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	204	72	276	58.40	$ 16,118.40
633 2 32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	48	12	60	104.60	$ 6,276.00
633 3 11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	4	1	5	1,900.00	$ 9,500.00
633 3 12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	23	6	29	116.00	$ 3,364.00
633 3 13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	2		2	95.00	$ 190.00
633 3 14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	2	1	3	122.00	$ 366.00
633 3 16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	2		2	2,440.00	$ 4,880.00
633 3 17	FIBER OPTIC CONNECTION HARDWARE, F&I, CONNECTOR PANEL	EA	3		3	545.00	$ 1,635.00
633 3 56	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY PATCH PANEL	EA		1	1	1,020.00	$ 1,020.00
633 8 1	MULTI-CONDUCTOR COMMUNICATION CABLE, FURNISH & INSTALL	LF	315		315	11.60	$ 3,654.00
635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	39	7	46	2,270.00	$ 104,420.00
635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	13	4	17	4,490.00	$ 76,330.00
635 2 13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	3		3	5,900.00	$ 17,700.00
639 1 121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS	2		2	4,600.00	$ 9,200.00
639 1 620	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	AS	1		1	710.00	$ 710.00
639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	100		100	6.40	$ 640.00
641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	2		2	1,930.00	$ 3,860.00
641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	EA	2		2	472.00	$ 944.00
641 2 70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA	4		4	8,300.00	$ 33,200.00
646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	9	1	10	3,480.00	$ 34,800.00
646 1 60	ALUMINUM SIGNALS POLE, REMOVE	EA	1	1	2	709.00	$ 1,418.00
649 21 3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	EA	2		2	66,000.00	$ 132,000.00
649 21 6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	EA	1		1	57,600.00	$ 57,600.00
649 21 10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	EA	1		1	63,400.00	$ 63,400.00

649 21 18	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 70'-50'	EA	1		1	98,320.00	$ 98,320.00
649 26 3	STEEL MAST ARM ASSEMBLY, REMOVED, SHALLOW FOUNDATION-BOLT ATTACHMENT	EA	2		2	6,260.00	$ 12,520.00
650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	8		8	1,760.00	$ 14,080.00
650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS	3		3	2,270.00	$ 6,810.00
650 1 19	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	AS	5		5	2,440.00	$ 12,200.00
653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	9	2	11	947.00	$ 10,417.00
660 1 110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	20		20	466.00	$ 9,320.00
660 2 101	LOOP ASSEMBLY- F&I, TYPE A	AS	2		2	1,200.00	$ 2,400.00
660 2 102	LOOP ASSEMBLY, F&I, TYPE B	AS	13	1	14	994.00	$ 13,916.00
660 2 106	LOOP ASSEMBLY, F&I, TYPE F	AS	15	1	16	1,265.00	$ 20,240.00
660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1		1	27,000.00	$ 27,000.00
660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	1		1	13,800.00	$ 13,800.00
660 6 421	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH RELOCATE, CABINET EQUIPMENT	EA	2		2	1,890.00	$ 3,780.00
660 6 422	VEHICLE DETECTION SYSTEM- AVI, BLUETOOTH RELOCATE ABOVE GROUND EQUIPMENT	EA	1		1	2,570.00	$ 2,570.00
663 1 112	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR	EA	7		7	3,250.00	$ 22,750.00
663 1 121	SIGNAL PRIORITY AND PREEMPTION SYSTEM, FURNISH AND INSTALL, GPS, CABINET ELECTRONICS	EA	2		2	8,100.00	$ 16,200.00
663 1 122	SIGNAL PRIORITY AND PREEMPTION SYSTEM, FURNISH AND INSTALL, GPS, DETECTOR	EA	2		2	7,600.00	$ 15,200.00
665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	12	8	20	460.00	$ 9,200.00
665 1 40	PEDESTRIAN DETECTOR, RELOCATED	EA		6	6	460.00	$ 2,760.00
665 1 60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	3		3	59.00	$ 177.00
670 5 111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS	2		2	43,600.00	$ 87,200.00
670 5 400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS		1	1	3,220.00	$ 3,220.00
670 5 600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	2		2	2,360.00	$ 4,720.00
682 1 400	ITS CCTV CAMERA, RELOCATE	EA	1		1	1,360.00	$ 1,360.00
684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	2		2	4,750.00	$ 9,500.00
685 1 13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	2		2	10,270.00	$ 20,540.00
685 2 1	REMOTE POWER MANAGEMENT UNIT - RPMU, FURNISH AND INSTALL	EA	2		2	1,220.00	$ 2,440.00
700 3 101	SIGN PANEL, REMOVE, UP TO 12 SF	EA		6	6	472.00	$ 2,832.00
700 3 201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	2		2	1,660.00	$ 3,320.00
700 3 601	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA		6	6	118.00	$ 708.00
700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	6		6	4,920.00	$ 29,520.00
700 11 391	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL OVERHEAD MOUNT- AC POWERED, REGULATORY SIGN, UP TO 12 SF	AS	1		1	7,662.00	$ 7,662.00
715 1 12	LIGHTING CONDUCTORS, FURNISH & INSTALL, INSULATED NO. 8-6	LF	780		780	1.80	$ 1,404.00
715 5 32	LUMINAIRE & BRACKETARM -GALVANIZED STEEL, F&I, ON EXISTING POLE	EA	3		3	3,425.00	$ 10,275.00
715 500 3	POLE CABLE DISTRIBUTION SYSTEM, WALL MOUNT	EA	3		3	660.00	$ 1,980.00
	TOTAL						############

corrected total : 2,781,977.24

Exhibit C

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
Safe slope	LF	30	3.00	90.00

TOTAL $ 90.00

Daniel T Carr, President
Representative Name

Southland Construction, Inc.
Bidder Name

Representative Signature

08/23/2023
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: Southland Construction, Inc.

Signature: _____

Printed Name: Daniel T Carr

Title: President

Date: 08/23/2023

Affix Corporate Seal (if applicable)

SOUTHLAND CONSTRUCTION, INC. FLORIDA

STATE OF Fl

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23 day of August, 2023, by Daniel T Carr.
(name of person making statement)

MARIA SMITH MY COMMISSION EXPIRES MAY 2, 2024 #GG 969729 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Signature of Notary Public

Maria Smith
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: NA

Exhibit E

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.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR PAYMENT

Contract for: _____ Payment Application No.: _____

County Contract No.: _____ CIP No.: _____

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

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

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

CONTRACTOR: _____ DATE: _____

By: _____ (Print) _____ (Signature)

STATE OF FLORIDA
COUNTY OF _____

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

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

____ Personally Known OR _____ Produced Identification Identification Type: _____

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

Engineer: _____ Date: _____

Project Manager: _____ Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT

Containing Contractor's signed certification is attached

APPLICATION #:
APPLICATION DATE:
PERIOD TO:
PROJECT #

A	B			C	D	E	F	G		H	I
ITEM #	DESCRIPTION OF WORK	QTY	UNIT	SCHEDULED VALUE (original base bid value)	WORK COMPLETED		MATERIALS PRESENTLY STORED NOT IN D OR E	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS										

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER

CONSTRUCTION PROJECTS

CONTRACTOR: _____ Date: _____

Contract No.: _____ Project Name: _____

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

Original Contract / Work Order Amount: $ _____

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

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

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

Change Order Time: ☐ Increase ☐ Decrease ☐ No Change _____ Days

Date of Substantial Completion through this Change Order: _____

Date of Final Completion through this Change Order: _____

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

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

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

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

PURCHASING AND CONTRACTS DIVISION:

Signature: _____ Date _____

Procurement Administrator

As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: _____ WITNESS: _____

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

C-02 - CHANGE ORDER FORM (Rev 100120)

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

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: _____

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: _____

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: _____

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: _____

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)

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: Sand Lake Road at SR434 & W. Lake Brantley Intersection Improvements

Agreement Number: CC-4727-23/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 theterm 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 duringthe 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 employeesand subcontractors performing work under Agreement Number CC-4727-23/GCM are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreementfor 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 23rd day of August, 2023.

Southland Construction, Inc.
Consultant Name

By: [signature]
Print/Type Name: Daniel T Carr
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 23 day of August, 2023 by Daniel T Carr (Full Name of Affiant).

MARIA SMITH
MY COMMISSION EXPIRES MAY 2, 2024
#GG 969729
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

[signature]
Print/Type Name Maria Smith
Notary Public in and for the County
and State Aforementioned
My commission expires: May 02, 2024

E-Verify Affidavit
Revised 5/19/2021

Seminole County
Resource Management - Purchasing & Contracts
Diane Reed, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

TABULATION

CC-4727-23/GCM

Sand Lake Road at SR434 & Sand Lake Road at West Lake Brantley Intersection Improvements

Response 1	Response 2	Response 3	Response 4
Southland Construction, Inc. 172 W. 4th Street Apopka, Florida 32703 Attn: Shannon Knox Ph: 407.889.9844 Email: stknox@scifl.com	Southern Development Const. 244 Connection Point Oviedo, Florida 32765 Attn: Shane Cox Ph: N/A Email: shane@sdcfl.com	Atlantic Civil Construction 7575 Kingspointe Pkway ST# 12A Orlando, Florida 32819 Attn: Chris Sousa Ph: 407.277.8410 Email: chris.sousa@atlantic-civil.com	W.T. Comp 853 SR 436 Suite 2091 Casselberry, Florida 32707 Attn: Brad Bucklan Ph: 407.417.1830 Email: brad.bucklan@wtcomp.com
[1]$2,781,977.24	**[2]$3,377,294.50**	**[3]NON-RESPONSIVE**	**[4]NON-RESPONSIVE**

Tabulated by Gladys Marrozos, Lead Sr. Procurement Analyst (Posted 9/15/2023 @ 10:25 AM)

Recommendation /Intent to Award: Southland Construction, Inc. (updated and posted on Wednesday, September 27, 2023 @ 9:03 AM)

BCC Agenda Date: November 14, 2023 (updated and posted on Wednesday, October 18, 2023 @ 2:41 PM)

[1] Miscalculation on Line 29 & 30 of bid form (County error)-corrected total reflected in tabulation
[2] Miscalculation on Line 29 & 30 of bid form (County error)- corrected total reflected in tabulation
[3] Non-Responsive due to exceeded maximum 20% of Mobilization line item
[4] Non-Responsive failure to use revised Bid Form as stated on Addendum #4

2023-R-

BUDGET AMENDMENT REQUEST

BAR# 24-008

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PUBLIC WORKS/ CIP DELIVERY

Fund(s): 2014 INFRASTRUCTURE SALES TAX/PUBLIC WORKS GRANTS/WEST COLLECTOR IMPACT FEE

RM Recommendation	
S.CARRICK	10/18/2023
Budget Analyst	Date
Budget Director	Date
RM Director	

PURPOSE:
TO FUND SR 434 AT SAND LAKE RD AND SAND LAKE RD AT W. LAKE BRANTLEY DR ROADWAY IMPROVEMENTS.

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

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

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue								
Revenue								
Revenue								
Revenue	11916	02407101	331490		TRANSPORTATION REVENUE		4901191602	612,000
							Total Sources	**612,000**
Expenditure	11916	02407101	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	612,000
Expenditure	12603	02001728	560652	00001	CEI SERVICES		6529999901	(36,000)
Expenditure	12603	02001728	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	42,000
Expenditure	11560	01785147	560610	00001	LAND		6109999901	68
Expenditure	11560	01785147	560652	00001	CEI SERVICES		6529999901	224,768
Expenditure	11560	01785147	560650	00001	CONSTRUCTION IN PROGRESS		6509999901	1,290,204
Expenditure	11560	01785147	560680	00001	DESIGN		6809999901	2,746
Expenditure								
							Expenditure Sub-Total	2,135,786
Reserve	11560	999964	599994		RESERVE FOR CAPITAL IMPROVMENTS		9949999901	(1,517,786)
Reserve	12603	999908	599994		RESERVE FOR CAPITAL IMPROVMENTS		9949999901	(6,000)
							Reserve Sub-Total	(1,523,786)
							Total Uses	**612,000**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2023-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Amy Lockhart, Chairman

Date:_____ Date:_____

Entered by the Office of Management and Budget _____ Date:_____

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

COST TABLE - BAR 24-008 SAND LAKE RD INTERSECTION IMPROVEMENTS

BUDGET DETAILS	SAND LAKE RD INTERSECTION IMPROVEMENTS SALES TAX FUND (CIP#01785147)	SAND LAKE RD AT E. BRANTLY IMPACT FEES (CIP#02001728)	SAND LAKE RD AT SR434 SALES TAX (CIP#02107082)	SAND LAKE RD AT SR 434 GRANT (CIP# 02407101)	TOTAL
PRIOR YEAR EXPENDITURES	1,365,460	101,117		-	1,466,577
					-
FY23 CURRENT EXPENSES/ENCUMB	682,862	68,883	400,000	-	1,151,745
FY23 CURRENT BUDGET	683,946	68,883	400,000	-	1,152,829
AVAILABLE FUNDING	1,084	(0)	-	-	1,084
					-
					-
PROPOSED BAR 24-008	1,517,786	6,000	-	612,000	2,135,786
AMENDED FY24 AVAILABLE	1,518,870	6,000	-	612,000	2,136,870
					-
					-
TOTAL LIFETIME PROJECT COST	**3,567,192**	**176,000**	**400,000**	**612,000**	**4,755,192**

FY24 - SAND LAKE RD INTERSECTION IMPROVEMENTS

PHASE	CURRENT BUDGET	EXPENSES/ ENCUMBRANCES	BAR	AMENDED AVAILABLE
DESIGN		2,745	2,746	1
CEI	36,000	224,768	188,768	0
CONSTRUCTION	1,116,822	924,158	1,944,204	2,136,868
LAND		68	68	1
OTHER	7	7		-
	1,152,829	**1,151,745**	**2,135,786**	**2,136,870**

PUBLIC WORKS NOTES:	AMOUNT
CONSTRUCTION CONTRACT -	2,781,977
CONTINGENCY 10%	**279,051**
TOTAL	**3,061,028**
AMOUNT ALREADY ENCUMBERED	**924,158**
BAR AMOUNT NEEDED	2,136,870

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1177

Title:

Award RFP-604608-23/LNF - Term Contract for Generator Services and Repairs to Accurate Power and Technology, Inc., Eustis, Genstar Service LLC, Sanford, and Ring Power Corporation, St. Augustine, and authorize the Purchasing and Contracts Division to execute the agreements. Countywide (**Diane Reed - Purchasing and Contracts Division Manager**) Requesting Department - Fleet and Facilities.

Division:

Resource Management - Purchasing and Contracts

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

Leticia Figueroa, Sr. Procurement Analyst/407-665-7119

Background:

RFP-604608-23/LNF provides qualified contractors responsible for as-needed routine maintenance and 24-hour emergency service on generators and transfer switches. This work involves the repair and emergency repair of approximately two hundred thirty (230) generators of various manufactures and sizes. The contractor is responsible for all parts, labor, materials, tools, equipment, coordination, safety devices, and all work necessary for the proper functioning of the equipment. The contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of work.

This project was publicly advertised, and the County received three (3) proposals in response to the solicitation. The Evaluation Committee, which consisted of Daniel Alendal, Fleet Quality Assurance Inspector, Gary Chasteen, Fleet Certified Inventory Specialist, and Raymond Kelly, Fleet Program Manager II, evaluated the proposals. Consideration was given to past performance, qualifications, and price reasonableness. The Evaluation Committee recommends award of the Agreements to all proposers, Accurate Power and Technology, Inc., Eustis; Genstar Service LLC, Sanford, and Ring Power Corporation, St. Augustine. Each project will be quoted by

each contractor, and the lowest priced quote will be awarded the Purchase Order.

Authorization for performance under these Agreements will be in the form of written Purchase Orders issued and executed by the County. These Agreements will take effect on the date of its execution and will remain in effect for a period of three (3) years. At the sole option of the County, each agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The total estimated annual amount for these services is $120,000.00. Funds are available in Fleet Management General Fund 010540-530460 Item #4600105401.

Staff Recommendation:

Staff recommends the Board to award RFP-604608-23/LNF - Term Contract for Generator Services and Repairs to Accurate Power and Technology, Inc., Eustis, Genstar Service LLC, Sanford, and Ring Power Corporation, St. Augustine, and authorize the Purchasing and Contracts Division to execute the Agreements.

Seminole County
Resource Management - Purchasing & Contracts
Diane Reed, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

TABULATION

RFP No. RFP-604608-23/LNF

RFP-604608-23/LNF - Term Contract for Generator Services and Repairs

RESPONSE DEADLINE: September 13, 2023, at 2:00 pm
Report Generated: Friday, October 20, 2023

VENDORS

Vendor
Accurate Power and Technology, Inc. 15519 West Highway 441, Suite A101 Eustis, FL 32726 Sonny Dukes sonny@accuratepowerandtechnology.com
Genstar 1980 Dolgner PL #1028 Sanford, FL 32771 Edgardo Rodriguez edgardo@genstarservice.com
Ring Power Corp - WCC 500 World Commerce Parkway St. Augustine, FL 32092 Sarah Griffith Sarah.griffith@ringpower.com

Tabulated by: Leticia Figueroa, Sr. Procurement Analyst (Posted 09/25/2023 @ 4:30 PM)
Recommendation/Intent to award to: Accurate Power and Technology, Inc., Genstar Service LLC, and Ring Power Corporation – BCC award date: November 14, 2023 (Posted 10/20/2023 @ 9:15 AM)

Seminole County
Resource Management - Purchasing & Contracts
Diane Reed, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771

EVALUATIONS

RFP No. RFP-604608-23/LNF

RFP-604608-23/LNF - Term Contract for Generator Services and Repairs

RESPONSE DEADLINE: September 13, 2023 at 2:00 pm

Report Generated: Friday, October 20, 2023

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Daniel Alendal	Quality Assurance Inspector	Sep 27, 2023 2:07 PM
Gary Chasteen	Certified Inventory Specialist	Oct 2, 2023 12:18 PM
Raymond Kelly	PROGRAM MANAGER II	Sep 28, 2023 8:03 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Performance & References	0-100 Points	30 *(30% of Total)*

Description:
Proposer's performance capabilities, experience, reputation, reliability, and service history.

Criteria	Scoring Method	Weight (Points)
Services Offered, Warranty, Resources	0-100 Points	30 *(30% of Total)*

Criteria	Scoring Method	Weight (Points)
Fee Structure	0-100 Points	40 *(40% of Total)*

AGGREGATE SCORES SUMMARY

Vendor	Daniel Alendal	Gary Chasteen	Raymond Kelly	Total Score (Max Score 100)
Ring Power Corp - WCC	97	88	94	**93**
Accurate Power and Technology, Inc	75.6	69.6	75.6	**73.6**
Genstar	69.8	72.8	72.8	**71.8**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Performance & References 0-100 Points 30 Points (30%)	Services Offered, Warranty, Resources 0-100 Points 30 Points (30%)	Fee Structure 0-100 Points 40 Points (40%)	Total Score (Max Score 100)
Ring Power Corp - WCC	86.7	90	100	**93**
Accurate Power and Technology, Inc	83.3	90	54	**73.6**
Genstar	66.7	90	62	**71.8**

INDIVIDUAL PROPOSAL SCORES

Accurate Power and Technology, Inc

Performance & References | 0-100 Points | 30 Points (30%)

Daniel Alendal: 80

Have used vendor before. Had a concern with communication in the past.

Gary Chasteen: 80

BASED ON THE INFORMATION SUBMITTED. THEY ALSO SERVICE CUMMINS, KOHLER, AND GENERAC.

Raymond Kelly: 90

We have used this vendor in the past with no issues. They do not work on every type of generator we have.

Services Offered, Warranty, Resources | 0-100 Points | 30 Points (30%)

Daniel Alendal: 100

Warranty Period is what we asked for.

Gary Chasteen: 80

BASED ON THE INFORMATION SUBMITTED

Raymond Kelly: 90

Warranty is as requested, and the only drawback is they do not service all the types of generators we have.

Fee Structure | 0-100 Points | 40 Points (40%)

Daniel Alendal: 54

3

Gary Chasteen: 54

3

Raymond Kelly: 54

3

Genstar

Performance & References | 0-100 Points | 30 Points (30%)

Daniel Alendal: 50

Can not do anything above 150kw. Past experience with company isn't great.

Gary Chasteen: 80

THEY SAY THEY CAN SERVICE GENERAC, KOHLER AND CUMMINS.

Raymond Kelly: 70

We have attempted to use this vendor in the past but get slow responses. They do mostly residential and not commercial.

Services Offered, Warranty, Resources | 0-100 Points | 30 Points (30%)

Daniel Alendal: 100

Meets warranty requirement

Gary Chasteen: 80

THEY SAY THEY ARE A FACTORY AUTORIZED DEALER WITH TECHS.

Raymond Kelly: 90

They meet the requested warranty but, cannot service all of the different brands of generators we have.

Fee Structure | 0-100 Points | 40 Points (40%)

Daniel Alendal: 62

2

Gary Chasteen: 62

2

Raymond Kelly: 62

2

Ring Power Corp - WCC

Performance & References | 0-100 Points | 30 Points (30%)

Daniel Alendal: 90

Can not work on all types/brands the county owns

Gary Chasteen: 80

THEY HAVE A BETTER THAN DECENT TRACK RECORD, SERVICING OUR EQUIPMENT WHEN NEEDED.

Raymond Kelly: 90

We have used this vendor in the past with no issues. They do not offer service to all the brands of Generators we own.

Services Offered, Warranty, Resources | 0-100 Points | 30 Points (30%)

Daniel Alendal: 100

Meets warranty requiremnts

Gary Chasteen: 80

THEY HAVE WORKED WITH US OVERCOMING ISSUES IN THE PAST THAT HAVE OCCURED WHILE DOING BUSINESS WITH THEM.

Raymond Kelly: 90

They offer the warranty we requested. They do not service all of the brands of Generators the County owns.

Fee Structure | 0-100 Points | 40 Points (40%)

Daniel Alendal: 100

1

Gary Chasteen: 100

1

Raymond Kelly: 100

1

TERM CONTRACT FOR GENERATOR SERVICES AND REPAIRS
(RFP-604608-23/LNF)

THIS AGREEMENT is dated as of the _____ day of _____ 2023, by and between **ACCURATE POWER AND TECHNOLOGY, INC.**, duly authorized to conduct business in the State of Florida, whose address is 15519 West US Highway 441, Suite 101A, Eustis, Florida 32726, 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 as-needed routine maintenance and 24-hour emergency service on generators and transfer switches 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 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. 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 Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Fleet Maintenance Division
200 W. County Home Road
Sanford, FL 32773

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

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of 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 proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

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

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$1,000,000.00	(Each Accident)
$1,000,000.00	(Disease Aggregate)
$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

$1,000,000.00	Per Occurrence
$1,000,000.00	Personal & Advertising Injury
$2,000,000.00	General Aggregate
$2,000,000.00	Products and Completed Operations Aggregate

(3) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR. All Certificates of Insurance must evidence coverage is primary and non-contributory.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

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

than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

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

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

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

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

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fleet Maintenance Division
200 W. County Home Road
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Accurate Power and Technology, Inc.
15519 West Highway 441, Suite A101
Eustis, FL 32726

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

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

Section 32. E-Verify System Registration.

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

or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

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

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

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

ATTEST:	ACCURATE POWER AND TECHNOLOGY, INC.
_____	_____
Witness	SONNY JONATHAN DUKES, President
_____	_____
Print Name	Date
_____	
Witness	
_____	
Print Name	

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
DGS\sfa
10/26/2023
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604608 - Accurate Power and Technology, Inc. rev1.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

Exhibit A

Scope of Services

It is the intent of the COUNTY to award this contract to multiple vendors for as needed routine maintenance and 24-hour emergency service on generators and transfer switches. This work will involve the repair and emergency repair of approximately two hundred thirty (230) generators of various manufactures and sizes. The Contractor will be responsible for all parts, labor, materials, tools, equipment, coordination, safety devices and all work necessary for the proper functioning of the equipment. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the work.

1. Permits:

- The Contractor will secure and pay for all permits, inspections, and licenses necessary for the execution of the work.

2. Preventative Maintenance Services:

- **Level one preventative inspection services (PMA)** Services listed below will be performed a minimum:

  - **Generator Visual Inspection checks:**
    - Oil Level
    - Coolant Level/Antifreeze (Check pH)
    - Air Cleaner Assembly (leaks, cracks)
    - Inlet Manifold and Piping, Rain Cap (condition)
    - Exhaust Manifold and Piping (condition)
    - Fuel System (day tank operation – lines, leaks, condition)
    - Fuel Priming Pump (operation, condition)
    - Radiator, Radiator Cap, Radiator Air Flow (leaks, damage, blocking)
    - Water Hoses (condition, leaks)
    - Fan assembly (cracks, bent blades, bearings)
    - V and Serpentine Belts, Balancer (proper tension, condition)
    - Crankcase Breather
    - Engine Mounts (condition)
    - Electrical Wiring (engine)
    - Battery(s) (Check gravity)
    - Battery Charger (log output voltage)
    - Overall Appearance (paint, etc.)
    - Generator Stator – Armature (visual condition)
    - Brushes, Holders, Slip Rings (condition)
    - Rotating Fields (condition)
    - Controller (fault indicators)

  - **Generator Performance Evaluations**
    - Starter (cranking ability, operation) voltage drop
    - Engine Smoke (critical system indicator)
    - Gauges and Indicators (operation, condition)
    - Battery Charge Rate (voltage, reading, amps reading)
    - Fuel Transfer Pump (PSI, valves, condition, leaks)
    - Lubrication System (PSI valve) and High Idle
    - Lubrication System (leaks)
    - Cooling System, Block Heater (s) (leaks, condition)
    - Temperature Regulators (operation, stability, response)
    - Governor (operation, stability, response)
    - Turbocharger (operation)
    - After Cooler (condition, leaks)

• Safety Devices (operation, condition) (faults?)
• Oil Pressure
• Control Panel (operation, condition (faults?)
• Electrical Power Generator (operation)
1. Voltage
2. Amperage
3. Hertz

- **Transfer Switch Inspection Checklist**
  • Check the transfer switch's main power switching mechanisms' mechanical operation and integrity.
  • Tighten control and power wiring connection to specifications
  • Check main power switching contacts' condition and clean
  • Perform a thermal scan or millivolt drop test to check high contact resistances.
  • Tighten connections, clean main contacts as necessary
  • Test all indicators and remote-control systems for operation

- Results obtained shall be logged on a Preventative Inspection Checklist Form and sent to the Seminole County Fleet Representative.

- **Level two preventative maintenance services (PMC)** Services listed below are performed on a once per year basis, and as a minimum said service will include:

  - **Generator Maintenance Items:**
    • Level one Services (see attached)
    • Change oil and filters
    • Change fuel filters
    • Change air filters as needed
    • Sample engine oil for engine wear or contaminates, report results
    • Sample fuel for contaminates report results
    • Service batteries
    • Inspect and lubricate airflow louvers

  - **Transfer Switch Maintenance Items:**
    • Level one Services (see attached)
    • Lubricate switch
    • Test transfer switch's automatic control system.
    • Inspect inside of transfer switch for vibration, leakage, noise, temperature, or contamination.

- Results obtained shall be logged on a Preventative Maintenance Checklist Form and sent to the Seminole County Fleet Representative.

3. <u>Load Bank test services</u>:

- Any repair service above and beyond the original authorized work will require an estimate being submitted and approved to the County before the work is performed. The contractor will notify the Fleet Representative within one (1) working day and the cost of providing the estimate will be at no charge to the County.

- Load Bank testing will be performed at a minimum on an annual basis.

- Results obtained shall be logged and sent to the Seminole County Fleet Representative.

4. <u>Repair Services – Parts</u>:

- All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the County designated representative.

- Any repair service above and beyond the original authorized work will require an estimate being submitted and approved to the County before the work is performed. The contractor will notify the Fleet Representative within one (1) working day and the cost of providing the estimate will be at no charge to the County.

- The County will be billed either Contractor's cost plus a mark-up or discount off list price. When parts and materials are used, the Contractor must provide the County with a copy of the invoice that the Contractor purchased the part or material to enable the County to verify the cost of the part and the applicable supplier mark-up.

- The Contractor shall have adequate machinery to perform any type of repair required under the contract, including adequate tooling, special equipment and machinery.

- All material, workmanship, and equipment shall be subject to the inspection and approval of the County.

- The Contractor shall have the capability of transporting and storing equipment. Equipment that remain in Contractor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Contractor will be responsible for the proper care and custody of any County owned equipment in the Contractor's possession. Storage will be at no charge to County.

- Upon completion of the repair services, the Contractor may be requested to deliver the equipment to the County Facilities. These deliveries shall be made during normal fleet business hours only (Monday - Friday, 7:00 AM — 4:00 PM) unless otherwise specified by the County designated representative.

- Upon receipt of the equipment by Fleet, all work will be inspected by a County representative before acceptance. Improperly repaired equipment will be the responsibility of the Contractor to complete a proper repair. All returned work must be completed at the Contractor's expense according to industry standards. The Contractor will provide all liability coverage as required by regulatory agencies as they may apply and maintain a current status of liability coverage throughout the contract.

5. <u>Delivery of Services</u>:

- Contractor will make repairs to equipment during normal business hours, except as noted by the County under Emergency Response. For purposes of this RFP, "normal" business hours shall be defined as 8:00 AM to 5:00 PM, Monday through Friday; "after hours" shall be defined as 5:01 PM to 7:59 AM, Monday through Friday, weekends, and County observed holidays.

- Contractor must be able to provide emergency services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays, for the duration of the agreement.

- The County expects the Contractor to give "priority" service to any call for generator services/repairs before, during and after public emergency, hurricane flood, and any other natural disasters within the County.

- The County may request one or more contractor employees to stay at Seminole County facilities during a public emergency, hurricane flood, or any other natural disasters within the County.

6. Warranty Work:

- The Contractor will guarantee repairs against any and all defects in workmanship, parts or materials for one (1) year on labor and the repair parts shall have the standard manufacturer's warranty. All warranties shall be enforced and honored by the Contractor. The Contractor shall guarantee that all repairs performed will return the generator to manufacturer's specifications. Failure to comply with this requirement shall result in immediate call for the repair at the expense of Contractor for prompt repair.

- Certain County generators are still under warranty. Contractor is fully expected to honor these warranties and shall be qualified by the manufacturer(s) of the equipment to perform warranty work on the equipment.

- Equipment covered by original equipment manufacturers (OEM) warranty will be repaired under warranty first. Repairs to equipment outside of OEM warranty will be repaired under the terms of this service agreement. All components deemed defective will be replaced with new OEM approved parts or equivalent.

7. Personnel:

- Contractor will supervise, inspect, and direct the Work competently and efficiently, applying skills and expertise necessary to perform the Work in accordance with the County's requirements.

- Contractor will provide competent, suitably qualified personnel to complete the Work as required by these documents.

- Contractor will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons who may be affected by the work.

- Contractor shall be responsible for any hazardous environmental condition created with any materials brought to the County's facilities by the Contractor, subcontractor, supplier, or anyone else for whom Contractor is responsible. If Contractor encounters or creates a hazardous environmental condition, Contractor shall comply with the condition in accordance with applicable Federal and State regulations.

8. Clean-Up:

- At the completion of all work the contractor shall remove all trash, rubbish, and debris caused by its operations, leaving the job site clean.

- All damaged/nonworking parts which are replaced by the Vendor must be kept for a minimum of seven (7) days for the purposes of inspection by the County. If disposal prior to the seven (7) days period is desired, the Contractor must contact the County and request in writing permission for early disposal.

9. **PRICE PROPOSAL:**

- Proposer must submit costs inclusive of all direct and indirect components, services, insurance, coordination, and incidentals necessary for the performance of the services.

- Hourly rates shall include all travel time and mileage. The County will not pay for separate travel time, fuel surcharge or mileage.

- Contractor may charge shop fees or environmental fees but shall not charge both.

- No tax will be added to Seminole County invoices.

- Contractor shall also submit either a discount percentage off list price or mark up from vendor cost for parts to be used in performing repair services under the contract.

- Upon request, the Contractor must furnish price lists at no additional charge to the County. This price list shall provide descriptive literature, technical data and service information for services rendered. Time of delivery and formatting for these lists shall be mutually agreed upon by the Contractor and the County.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

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

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

made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Confirmed

24. Please list equipment manufactures of which you are authorized to perform warranty repairs*
Corporate_Warranty_Statement.docx

25. Minimum time required to request employee for standby during emergency.*
2

26. Estimated Emergency Response time to any location within Seminole County.*
2

27. Warranty period provided for labor and parts (minimum 1 year).*
1 year labor and parts

PRICE TABLES

HOURLY AND DAILY RATES

Submit costs are inclusive of all direct and indirect components, services, travel time, insurance, coordination, and incidentals necessary for the performance of the services.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Normal Business Hours Repairs	1	Fixed Hourly Labor Rate	$115.00	$115.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	After Hours Emergency Repairs	1	Fixed Hourly Labor Rate	$142.50	$142.50
3	Cost per day for employee on standby at Seminole County facility.	1	Fixed Daily Rate	$2,750.00	$2,750.00
TOTAL					$3,007.50

FEES

Contractor may charge shop fees or environmental fees but shall not charge both.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Shop Fees	1	each	$150.00	$150.00
2	Environmental Fees	1	each	$150.00	$150.00
TOTAL					$300.00

MARK UP

Line Item	Description	Unit of Measure	Percentage
1	Materials Mark Up - Percentage rate over Contractor cost of item. (Invoices must list materials and applicable sales tax and Supplier receipt must be attached to invoice).	each	15%

EXHIBIT "D"

Agreement Name: Term Contract for Generator Services

Agreement Number: RFP-604608-23/LNF

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-604608-23/LNF 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 Septmber, 2023.

Accurate Power and Technology, Inc
Consultant Name

By: _____
Print/Type Name: Sonny J Dukes
Title: President

STATE OF Florida

COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 27 day of Sept, 2023, by Sonny Dukes (Full Name of Affiant).

Kimberly Slotnick
Print/Type Name Kimberly Slotnick
Notary Public in and for the County
and State Aforementioned
My commission expires: 3/22/25

Notary Public State of Florida
Kimberly Slotnick
My Commission HH 107482
Expires 03/22/2025

E-Verify Affidavit
Revised 5/19/2021

TERM CONTRACT FOR GENERATOR SERVICES AND REPAIRS
(RFP-604608-23/LNF)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between **GENSTAR SERVICE LLC**, duly authorized to conduct business in the State of Florida, whose address is 1980 Dolgner Place, Suite 1028, Sanford, Florida 32771, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide as-needed routine maintenance and 24-hour emergency service on generators and transfer switches 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 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. 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 Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Fleet Maintenance Division
200 W. County Home Road
Sanford, FL 32773

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

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of 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 proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

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

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$1,000,000.00	(Each Accident)
$1,000,000.00	(Disease Aggregate)
$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

$1,000,000.00	Per Occurrence
$1,000,000.00	Personal & Advertising Injury
$2,000,000.00	General Aggregate
$2,000,000.00	Products and Completed Operations Aggregate

(3) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR. All Certificates of Insurance must evidence coverage is primary and non-contributory.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

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

than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

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

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

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

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

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fleet Maintenance Division
200 W. County Home Road
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Genstar Service LLC
1980 Dolgner Place, Suite 1028
Sanford, FL 32771

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

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

Section 32. E-Verify System Registration.

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

certification from the subcontractor for the duration of the agreement with the subcontractor.

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

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

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

ATTEST:	GENSTAR SERVICE LLC
_____	_____
Witness	LANCE METCALFE, President
_____	_____
Print Name	Date
_____	
Witness	
_____	
Print Name	

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
DGS\sfa
10/26/2023
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604608 - Genstar Service LLC rev1.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

Scope of Services

It is the intent of the COUNTY to award this contract to multiple vendors for as needed routine maintenance and 24-hour emergency service on generators and transfer switches. This work will involve the repair and emergency repair of approximately two hundred thirty (230) generators of various manufactures and sizes. The Contractor will be responsible for all parts, labor, materials, tools, equipment, coordination, safety devices and all work necessary for the proper functioning of the equipment. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the work.

1. Permits:

- The Contractor will secure and pay for all permits, inspections, and licenses necessary for the execution of the work.

2. Preventative Maintenance Services:

- **Level one preventative inspection services (PMA)** Services listed below will be performed a minimum:

  - **Generator Visual Inspection checks:**
    - Oil Level
    - Coolant Level/Antifreeze (Check pH)
    - Air Cleaner Assembly (leaks, cracks)
    - Inlet Manifold and Piping, Rain Cap (condition)
    - Exhaust Manifold and Piping (condition)
    - Fuel System (day tank operation – lines, leaks, condition)
    - Fuel Priming Pump (operation, condition)
    - Radiator, Radiator Cap, Radiator Air Flow (leaks, damage, blocking)
    - Water Hoses (condition, leaks)
    - Fan assembly (cracks, bent blades, bearings)
    - V and Serpentine Belts, Balancer (proper tension, condition)
    - Crankcase Breather
    - Engine Mounts (condition)
    - Electrical Wiring (engine)
    - Battery(s) (Check gravity)
    - Battery Charger (log output voltage)
    - Overall Appearance (paint, etc.)
    - Generator Stator – Armature (visual condition)
    - Brushes, Holders, Slip Rings (condition)
    - Rotating Fields (condition)
    - Controller (fault indicators)

  - **Generator Performance Evaluations**
    - Starter (cranking ability, operation) voltage drop
    - Engine Smoke (critical system indicator)
    - Gauges and Indicators (operation, condition)
    - Battery Charge Rate (voltage, reading, amps reading)
    - Fuel Transfer Pump (PSI, valves, condition, leaks)
    - Lubrication System (PSI valve) and High Idle
    - Lubrication System (leaks)
    - Cooling System, Block Heater (s) (leaks, condition)
    - Temperature Regulators (operation, stability, response)
    - Governor (operation, stability, response)
    - Turbocharger (operation)
    - After Cooler (condition, leaks)

• Safety Devices (operation, condition) (faults?)
• Oil Pressure
• Control Panel (operation, condition (faults?)
• Electrical Power Generator (operation)
1. Voltage
2. Amperage
3. Hertz

- **Transfer Switch Inspection Checklist**
  • Check the transfer switch's main power switching mechanisms' mechanical operation and integrity.
  • Tighten control and power wiring connection to specifications
  • Check main power switching contacts' condition and clean
  • Perform a thermal scan or millivolt drop test to check high contact resistances.
  • Tighten connections, clean main contacts as necessary
  • Test all indicators and remote-control systems for operation

- Results obtained shall be logged on a Preventative Inspection Checklist Form and sent to the Seminole County Fleet Representative.

- **Level two preventative maintenance services (PMC)** Services listed below are performed on a once per year basis, and as a minimum said service will include:

  - **Generator Maintenance Items:**
    • Level one Services (see attached)
    • Change oil and filters
    • Change fuel filters
    • Change air filters as needed
    • Sample engine oil for engine wear or contaminates, report results
    • Sample fuel for contaminates report results
    • Service batteries
    • Inspect and lubricate airflow louvers

  - **Transfer Switch Maintenance Items:**
    • Level one Services (see attached)
    • Lubricate switch
    • Test transfer switch's automatic control system.
    • Inspect inside of transfer switch for vibration, leakage, noise, temperature, or contamination.

- Results obtained shall be logged on a Preventative Maintenance Checklist Form and sent to the Seminole County Fleet Representative.

3. <u>Load Bank test services</u>:

- Any repair service above and beyond the original authorized work will require an estimate being submitted and approved to the County before the work is performed. The contractor will notify the Fleet Representative within one (1) working day and the cost of providing the estimate will be at no charge to the County.

- Load Bank testing will be performed at a minimum on an annual basis.

- Results obtained shall be logged and sent to the Seminole County Fleet Representative.

4. <u>Repair Services – Parts</u>:

- All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the County designated representative.

- Any repair service above and beyond the original authorized work will require an estimate being submitted and approved to the County before the work is performed. The contractor will notify the Fleet Representative within one (1) working day and the cost of providing the estimate will be at no charge to the County.

- The County will be billed either Contractor's cost plus a mark-up or discount off list price. When parts and materials are used, the Contractor must provide the County with a copy of the invoice that the Contractor purchased the part or material to enable the County to verify the cost of the part and the applicable supplier mark-up.

- The Contractor shall have adequate machinery to perform any type of repair required under the contract, including adequate tooling, special equipment and machinery.

- All material, workmanship, and equipment shall be subject to the inspection and approval of the County.

- The Contractor shall have the capability of transporting and storing equipment. Equipment that remain in Contractor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Contractor will be responsible for the proper care and custody of any County owned equipment in the Contractor's possession. Storage will be at no charge to County.

- Upon completion of the repair services, the Contractor may be requested to deliver the equipment to the County Facilities. These deliveries shall be made during normal fleet business hours only (Monday - Friday, 7:00 AM — 4:00 PM) unless otherwise specified by the County designated representative.

- Upon receipt of the equipment by Fleet, all work will be inspected by a County representative before acceptance. Improperly repaired equipment will be the responsibility of the Contractor to complete a proper repair. All returned work must be completed at the Contractor's expense according to industry standards. The Contractor will provide all liability coverage as required by regulatory agencies as they may apply and maintain a current status of liability coverage throughout the contract.

5. <u>Delivery of Services</u>:

- Contractor will make repairs to equipment during normal business hours, except as noted by the County under Emergency Response. For purposes of this RFP, "normal" business hours shall be defined as 8:00 AM to 5:00 PM, Monday through Friday; "after hours" shall be defined as 5:01 PM to 7:59 AM, Monday through Friday, weekends, and County observed holidays.

- Contractor must be able to provide emergency services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays, for the duration of the agreement.

- The County expects the Contractor to give "priority" service to any call for generator services/repairs before, during and after public emergency, hurricane flood, and any other natural disasters within the County.

- The County may request one or more contractor employees to stay at Seminole County facilities during a public emergency, hurricane flood, or any other natural disasters within the County.

6. Warranty Work:

- The Contractor will guarantee repairs against any and all defects in workmanship, parts or materials for one (1) year on labor and the repair parts shall have the standard manufacturer's warranty. All warranties shall be enforced and honored by the Contractor. The Contractor shall guarantee that all repairs performed will return the generator to manufacturer's specifications. Failure to comply with this requirement shall result in immediate call for the repair at the expense of Contractor for prompt repair.

- Certain County generators are still under warranty. Contractor is fully expected to honor these warranties and shall be qualified by the manufacturer(s) of the equipment to perform warranty work on the equipment.

- Equipment covered by original equipment manufacturers (OEM) warranty will be repaired under warranty first. Repairs to equipment outside of OEM warranty will be repaired under the terms of this service agreement. All components deemed defective will be replaced with new OEM approved parts or equivalent.

7. Personnel:

- Contractor will supervise, inspect, and direct the Work competently and efficiently, applying skills and expertise necessary to perform the Work in accordance with the County's requirements.

- Contractor will provide competent, suitably qualified personnel to complete the Work as required by these documents.

- Contractor will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons who may be affected by the work.

- Contractor shall be responsible for any hazardous environmental condition created with any materials brought to the County's facilities by the Contractor, subcontractor, supplier, or anyone else for whom Contractor is responsible. If Contractor encounters or creates a hazardous environmental condition, Contractor shall comply with the condition in accordance with applicable Federal and State regulations.

8. Clean-Up:

- At the completion of all work the contractor shall remove all trash, rubbish, and debris caused by its operations, leaving the job site clean.

- All damaged/nonworking parts which are replaced by the Vendor must be kept for a minimum of seven (7) days for the purposes of inspection by the County. If disposal prior to the seven (7) days period is desired, the Contractor must contact the County and request in writing permission for early disposal.

9. **PRICE PROPOSAL:**

- Proposer must submit costs inclusive of all direct and indirect components, services, insurance, coordination, and incidentals necessary for the performance of the services.

- Hourly rates shall include all travel time and mileage. The County will not pay for separate travel time, fuel surcharge or mileage.

- Contractor may charge shop fees or environmental fees but shall not charge both.

- No tax will be added to Seminole County invoices.

- Contractor shall also submit either a discount percentage off list price or mark up from vendor cost for parts to be used in performing repair services under the contract.

- Upon request, the Contractor must furnish price lists at no additional charge to the County. This price list shall provide descriptive literature, technical data and service information for services rendered. Time of delivery and formatting for these lists shall be mutually agreed upon by the Contractor and the County.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

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

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

26. Estimated Emergency Response time to any location within Seminole County.*
2 Hours

27. Warranty period provided for labor and parts (minimum 1 year).*
1 year

PRICE TABLES

HOURLY AND DAILY RATES

Submit costs are inclusive of all direct and indirect components, services, travel time, insurance, coordination, and incidentals necessary for the performance of the services.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Normal Business Hours Repairs	1	Fixed Hourly Labor Rate	$180.00	$180.00
2	After Hours Emergency Repairs	1	Fixed Hourly Labor Rate	$360.00	$360.00
3	Cost per day for employee on standby at Seminole County facility.	1	Fixed Daily Rate	$2,160.00	$2,160.00
TOTAL					$2,700.00

FEES

Contractor may charge shop fees or environmental fees but shall not charge both.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Shop Fees	1	each	$180.00	$180.00
2	Environmental Fees	1	each	$0.00	$0.00
TOTAL					$180.00

MARK UP

Line Item	Description	Unit of Measure	Percentage
1	Materials Mark Up - Percentage rate over Contractor cost of item. (Invoices must list materials and applicable sales tax and Supplier receipt must be attached to invoice).	each	30%

EXHIBIT "D"

Agreement Name: Term Contract for Generator Services

Agreement Number: RFP-604608-23/LNF

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-604608-23/LNF 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 5 day of October, 2023.

Genstar Service LLC
Consultant Name

By:
Print/Type Name: Lance Metcalfe
Title: President

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of □ physical presence OR □ online notarization, this 5 day of October, 2023, by Lance Metcalfe (Full Name of Affiant).

NOTARY PUBLIC STATE OF FLORIDA
EDGARDO RODRIGUEZ
Commission # HH 253567
Expires April 22, 2026

Print/Type Name Edgardo Rodriguez
Notary Public in and for the County
and State Aforementioned
My commission expires: 22APR26

E-Verify Affidavit
Revised 5/19/2021

TERM CONTRACT FOR GENERATOR SERVICES AND REPAIRS
(RFP-604608-23/LNF)

THIS AGREEMENT is dated as of the _____ day of _____ 2023, by and between **RING POWER CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is 500 World Commerce Parkway, St. Augustine, Florida 32092, 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 as-needed routine maintenance and 24-hour emergency service on generators and transfer switches 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 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. 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 Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

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

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

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

Seminole County Fleet Maintenance Division
200 W. County Home Road
Sanford, FL 32773

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

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of 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 proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

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

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

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

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$1,000,000.00	(Each Accident)
$1,000,000.00	(Disease Aggregate)
$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

$1,000,000.00	Per Occurrence
$1,000,000.00	Personal & Advertising Injury
$2,000,000.00	General Aggregate
$2,000,000.00	Products and Completed Operations Aggregate

(3) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit $1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR. All Certificates of Insurance must evidence coverage is primary and non-contributory.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

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

than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

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

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

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

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

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

Section 25. Public Records Law.

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

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

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

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

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

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public

records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

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

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

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

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

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fleet Maintenance Division
200 W. County Home Road
Sanford, FL 32773

With a copy to:

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

For CONTRACTOR:

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

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

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

Section 32. E-Verify System Registration.

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

certification from the subcontractor for the duration of the agreement with the subcontractor.

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

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

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

ATTEST:	RING POWER CORPORATION
_____	_____
Witness	DAVID W. ALBAN, President
_____	_____
Print Name	Date
_____	
Witness	
_____	
Print Name	

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

By:_____
TAMMY ROBERTS,
Procurement Administrator

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
DGS\sfa
10/10/2023
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604608-23 - Ring Power Corporation rev1.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Affidavit of E-Verify Requirements Compliance

Exhibit A

Scope of Services

It is the intent of the COUNTY to award this contract to multiple vendors for as needed routine maintenance and 24-hour emergency service on generators and transfer switches. This work will involve the repair and emergency repair of approximately two hundred thirty (230) generators of various manufactures and sizes. The Contractor will be responsible for all parts, labor, materials, tools, equipment, coordination, safety devices and all work necessary for the proper functioning of the equipment. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the work.

1. Permits:

- The Contractor will secure and pay for all permits, inspections, and licenses necessary for the execution of the work.

2. Preventative Maintenance Services:

- **Level one preventative inspection services (PMA)** Services listed below will be performed a minimum:

  - **Generator Visual Inspection checks:**
    - Oil Level
    - Coolant Level/Antifreeze (Check pH)
    - Air Cleaner Assembly (leaks, cracks)
    - Inlet Manifold and Piping, Rain Cap (condition)
    - Exhaust Manifold and Piping (condition)
    - Fuel System (day tank operation – lines, leaks, condition)
    - Fuel Priming Pump (operation, condition)
    - Radiator, Radiator Cap, Radiator Air Flow (leaks, damage, blocking)
    - Water Hoses (condition, leaks)
    - Fan assembly (cracks, bent blades, bearings)
    - V and Serpentine Belts, Balancer (proper tension, condition)
    - Crankcase Breather
    - Engine Mounts (condition)
    - Electrical Wiring (engine)
    - Battery(s) (Check gravity)
    - Battery Charger (log output voltage)
    - Overall Appearance (paint, etc.)
    - Generator Stator – Armature (visual condition)
    - Brushes, Holders, Slip Rings (condition)
    - Rotating Fields (condition)
    - Controller (fault indicators)

  - **Generator Performance Evaluations**
    - Starter (cranking ability, operation) voltage drop
    - Engine Smoke (critical system indicator)
    - Gauges and Indicators (operation, condition)
    - Battery Charge Rate (voltage, reading, amps reading)
    - Fuel Transfer Pump (PSI, valves, condition, leaks)
    - Lubrication System (PSI valve) and High Idle
    - Lubrication System (leaks)
    - Cooling System, Block Heater (s) (leaks, condition)
    - Temperature Regulators (operation, stability, response)
    - Governor (operation, stability, response)
    - Turbocharger (operation)
    - After Cooler (condition, leaks)

• Safety Devices (operation, condition) (faults?)
• Oil Pressure
• Control Panel (operation, condition (faults?)
• Electrical Power Generator (operation)
1. Voltage
2. Amperage
3. Hertz

- **Transfer Switch Inspection Checklist**
  • Check the transfer switch's main power switching mechanisms' mechanical operation and integrity.
  • Tighten control and power wiring connection to specifications
  • Check main power switching contacts' condition and clean
  • Perform a thermal scan or millivolt drop test to check high contact resistances.
  • Tighten connections, clean main contacts as necessary
  • Test all indicators and remote-control systems for operation

- Results obtained shall be logged on a Preventative Inspection Checklist Form and sent to the Seminole County Fleet Representative.

- **Level two preventative maintenance services (PMC)** Services listed below are performed on a once per year basis, and as a minimum said service will include:

  - **Generator Maintenance Items:**
    • Level one Services (see attached)
    • Change oil and filters
    • Change fuel filters
    • Change air filters as needed
    • Sample engine oil for engine wear or contaminates, report results
    • Sample fuel for contaminates report results
    • Service batteries
    • Inspect and lubricate airflow louvers

  - **Transfer Switch Maintenance Items:**
    • Level one Services (see attached)
    • Lubricate switch
    • Test transfer switch's automatic control system.
    • Inspect inside of transfer switch for vibration, leakage, noise, temperature, or contamination.

- Results obtained shall be logged on a Preventative Maintenance Checklist Form and sent to the Seminole County Fleet Representative.

3. <u>Load Bank test services</u>:

- Any repair service above and beyond the original authorized work will require an estimate being submitted and approved to the County before the work is performed. The contractor will notify the Fleet Representative within one (1) working day and the cost of providing the estimate will be at no charge to the County.

- Load Bank testing will be performed at a minimum on an annual basis.

- Results obtained shall be logged and sent to the Seminole County Fleet Representative.

4. <u>Repair Services – Parts</u>:

- All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the County designated representative.

- Any repair service above and beyond the original authorized work will require an estimate being submitted and approved to the County before the work is performed. The contractor will notify the Fleet Representative within one (1) working day and the cost of providing the estimate will be at no charge to the County.

- The County will be billed either Contractor's cost plus a mark-up or discount off list price. When parts and materials are used, the Contractor must provide the County with a copy of the invoice that the Contractor purchased the part or material to enable the County to verify the cost of the part and the applicable supplier mark-up.

- The Contractor shall have adequate machinery to perform any type of repair required under the contract, including adequate tooling, special equipment and machinery.

- All material, workmanship, and equipment shall be subject to the inspection and approval of the County.

- The Contractor shall have the capability of transporting and storing equipment. Equipment that remain in Contractor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Contractor will be responsible for the proper care and custody of any County owned equipment in the Contractor's possession. Storage will be at no charge to County.

- Upon completion of the repair services, the Contractor may be requested to deliver the equipment to the County Facilities. These deliveries shall be made during normal fleet business hours only (Monday - Friday, 7:00 AM — 4:00 PM) unless otherwise specified by the County designated representative.

- Upon receipt of the equipment by Fleet, all work will be inspected by a County representative before acceptance. Improperly repaired equipment will be the responsibility of the Contractor to complete a proper repair. All returned work must be completed at the Contractor's expense according to industry standards. The Contractor will provide all liability coverage as required by regulatory agencies as they may apply and maintain a current status of liability coverage throughout the contract.

5. <u>Delivery of Services</u>:

- Contractor will make repairs to equipment during normal business hours, except as noted by the County under Emergency Response. For purposes of this RFP, "normal" business hours shall be defined as 8:00 AM to 5:00 PM, Monday through Friday; "after hours" shall be defined as 5:01 PM to 7:59 AM, Monday through Friday, weekends, and County observed holidays.

- Contractor must be able to provide emergency services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays, for the duration of the agreement.

- The County expects the Contractor to give "priority" service to any call for generator services/repairs before, during and after public emergency, hurricane flood, and any other natural disasters within the County.

- The County may request one or more contractor employees to stay at Seminole County facilities during a public emergency, hurricane flood, or any other natural disasters within the County.

6. Warranty Work:

- The Contractor will guarantee repairs against any and all defects in workmanship, parts or materials for one (1) year on labor and the repair parts shall have the standard manufacturer's warranty. All warranties shall be enforced and honored by the Contractor. The Contractor shall guarantee that all repairs performed will return the generator to manufacturer's specifications. Failure to comply with this requirement shall result in immediate call for the repair at the expense of Contractor for prompt repair.

- Certain County generators are still under warranty. Contractor is fully expected to honor these warranties and shall be qualified by the manufacturer(s) of the equipment to perform warranty work on the equipment.

- Equipment covered by original equipment manufacturers (OEM) warranty will be repaired under warranty first. Repairs to equipment outside of OEM warranty will be repaired under the terms of this service agreement. All components deemed defective will be replaced with new OEM approved parts or equivalent.

7. Personnel:

- Contractor will supervise, inspect, and direct the Work competently and efficiently, applying skills and expertise necessary to perform the Work in accordance with the County's requirements.

- Contractor will provide competent, suitably qualified personnel to complete the Work as required by these documents.

- Contractor will take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons who may be affected by the work.

- Contractor shall be responsible for any hazardous environmental condition created with any materials brought to the County's facilities by the Contractor, subcontractor, supplier, or anyone else for whom Contractor is responsible. If Contractor encounters or creates a hazardous environmental condition, Contractor shall comply with the condition in accordance with applicable Federal and State regulations.

8. Clean-Up:

- At the completion of all work the contractor shall remove all trash, rubbish, and debris caused by its operations, leaving the job site clean.

- All damaged/nonworking parts which are replaced by the Vendor must be kept for a minimum of seven (7) days for the purposes of inspection by the County. If disposal prior to the seven (7) days period is desired, the Contractor must contact the County and request in writing permission for early disposal.

9. **PRICE PROPOSAL:**

- Proposer must submit costs inclusive of all direct and indirect components, services, insurance, coordination, and incidentals necessary for the performance of the services.

- Hourly rates shall include all travel time and mileage. The County will not pay for separate travel time, fuel surcharge or mileage.

- Contractor may charge shop fees or environmental fees but shall not charge both.

- No tax will be added to Seminole County invoices.

- Contractor shall also submit either a discount percentage off list price or mark up from vendor cost for parts to be used in performing repair services under the contract.

- Upon request, the Contractor must furnish price lists at no additional charge to the County. This price list shall provide descriptive literature, technical data and service information for services rendered. Time of delivery and formatting for these lists shall be mutually agreed upon by the Contractor and the County.

EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

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

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

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

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

HOURLY AND DAILY RATES

Submit costs are inclusive of all direct and indirect components, services, travel time, insurance, coordination, and incidentals necessary for the performance of the services.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Normal Business Hours Repairs	1	Fixed Hourly Labor Rate	$169.00	$169.00
2	After Hours Emergency Repairs	1	Fixed Hourly Labor Rate	$254.00	$254.00
3	Cost per day for employee on standby at Seminole County facility.	1	Fixed Daily Rate	$1,352.00	$1,352.00
TOTAL					$1,775.00

FEES

Contractor may charge shop fees or environmental fees but shall not charge both.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Shop Fees	1	each	$0.00	$0.00
2	Environmental Fees	1	each	$0.00	$0.00
TOTAL					$0.00

MARK UP

Line Item	Description	Unit of Measure	Percentage
1	Materials Mark Up - Percentage rate over Contractor cost of item. (Invoices must list materials and applicable sales tax and Supplier receipt must be attached to invoice).	each	25%

EXHIBIT "D"

Agreement Name: Term Contract for Generator Services

Agreement Number: RFP-604608-23/LNF

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

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

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

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

Ring Power Corporation
Consultant Name

By:_____
Print/Type Name: Jay Lusk
Title: VP/Asst. Governmental Sales Manager

STATE OF Florida

COUNTY OF St. Johns

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 28th day of September, 2023, by Jay Lusk (Full Name of Affiant).

SARAH LU GRIFFITH
Notary Public, State of Florida
My Comm. Expires 09/29/2023
Commission No. GG917306

_____
Print/Type Name Sarah L. Griffith
Notary Public in and for the County
and State Aforementioned
My commission expires: 09/29/2023

E-Verify Affidavit
Revised 5/19/2021

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1203

Title:

Approve and authorize the Chairman to execute a Mutual Termination of Agreement and a new funding agreement with Rescue Outreach Mission of Central Florida, Inc. (ROM). Countywide **(Lorie Bailey-Brown, CFO/Resource Management Director)**

Division:

Resource Management - Grants Administration

Authorized By:

Lorie Bailey Brown, CFO/Resource Management Director

Contact/Phone Number:

George Woodring, Financial Grant Administrator/407-665-7168

Background:

On December 14, 2021 the County entered into a subrecipient agreement with Rescue Outreach Mission of Central Florida, Inc. (ROM) a non-profit organization, to provide $2,850,000 of funding from the American Rescue Plan Act (ARPA) for Homeless services for Seminole County. The agreement included advance payments to ROM totaling $250,000 to be used in accordance with and as part of the amount specified.

During FY22 payments were made to ROM totaling $776,887.61. Expenditure reimbursements to ROM totaled $526,887.61 and $250,000 was advanced for cash flow of operations. The FY22 expenditures were reported as federal expenditures for both ROM as a subrecipient and Seminole County.

Resource Management working with ROM has found it appropriate to create a new agreement for the balance of the funding ($2,073,112.39) for the expenditure period beginning on October 1, 2022. This will alleviate additional reporting that could be required as a subrecipient. The new agreement is not a subrecipient agreement under ARPA guidance. It is an agreement between Seminole County and ROM for local funding of the same scope of services. Seminole County will fund ROM as a general government service.

During FY23 payments were made to ROM totaling $984,681.17. Seminole County

will classify those expenditures as general fund expenditures for general government services under the new agreement.

The expenditure period of the new agreement is extended to April 30, 2025 from December 31, 2024 allowing four (4) additional months to fully expend the funds and provide accounting for the cash advance.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute a Mutual Termination of Agreement and a new funding agreement with Rescue Outreach Mission of Central Florida, Inc. (ROM).

MUTUAL TERMINATION OF AGREEMENT BETWEEN SEMINOLE COUNTY AND RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC. FOR AMERICAN RESCUE PLAN ACT FUNDING

THIS MUTUAL TERMINATION OF AGREEMENT is made and entered into this 31st day of October, 2023, by and between **RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.**, whose address is 1701 Historic Goldsboro Boulevard, Sanford, Florida 32771, in this Mutual Termination of Agreement referred to as "SUBRECIPIENT," 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 Mutual Termination of Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, on December 14, 2021, the parties entered into an Agreement for provision of eligible expenditures under the American Rescue Plan Act, as amended on January 24, 2023, (in this Mutual Termination of Agreement referred to as the "Agreement"); and

WHEREAS, COUNTY and SUBRECIPIENT have mutually determined it is in their best interest to terminate the Agreement; and

WHEREAS, SUBRECIPIENT acknowledges and agrees that while the parties under the Agreement intend to mutually terminate the Agreement, SUBRECIPIENT agrees to continue providing complete documentation, as required by COUNTY, to account for all funds provided under the Agreement,

NOW, THEREFORE,

1. The foregoing recitals are true and correct and form a material part of this Mutual Termination of Agreement upon which the parties have relied.

2. SUBRECIPIENT and COUNTY hereby agree that the Agreement is hereby retroactively terminated effective October 1, 2022.

3. SUBRECIPIENT acknowledges and agrees that COUNTY does not owe SUBRECIPIENT any further funding payments under the Agreement.

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

Notary Public State of Florida
Sheri Michaud
My Commission HH 070973
Expires 12/30/2024

Sheri Michaud
Witness

SHERI MICHAUD
Print Name

Witness

STEWART HILL
Print Name

RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.

By: _____
LARRY MEADOR, Chairman

Date: 10/31/22

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
AMY LOCKHART, Chairman

Date:_____

For the use and reliance of
Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
BP/lpk
10/19/23
T:\Users\bpatel\Special Projects\American Rescue Plan\Rescue Outreach Mission (2023)\Mutual Termination - ARPA Agreement with ROM.docx

SEMINOLE COUNTY AND
RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.
FUNDING AGREEMENT

THIS AGREEMENT is dated as of the 31st day of October 2023, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY," and **RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.**, a Florida not for profit corporation, whose address is 1701 Historic Goldsboro Boulevard, Sanford, Florida 32771, in this Agreement referred to as "ROM."

W I T N E S S E T H:

WHEREAS, ROM is a non-profit essential and/or a supportive resource in Seminole County, providing assistance to local citizens in reducing homelessness and providing assistance to become self-sufficient; and

WHEREAS, County has determined that ROM's services and activities serve a public purpose and has authorized funding for such a purpose; and

WHEREAS, ROM requests, and County agrees, to provide funding to ROM for certain expenditures, as further specified herein.

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

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

Section 2. Definitions.

(a) "Acceptable to COUNTY" means that the work product was completed in accordance with this Agreement and as reasonably requested by COUNTY.

(b) "Cause" includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, codes, regulations, and guidance, failure to perform on time, failure to comply with the express terms of this Agreement, or refusal to permit public access to any public record, defined by and subject to disclosure under Chapter 119, Florida, as amended.

(c) "Expenditure Period" means the period beginning on October 1, 2022 and ends on April 30, 2025.

(d) "Improper Payment" means or includes any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.

(e) "Party" means COUNTY or ROM; "Parties" mean COUNTY and ROM.

Section 3. Term. The effective date of this Agreement is the date the last Party properly executes this Agreement, as determined by the date set forth immediately below the respective signatures of the Parties, and this Agreement expires on September 30, 2025 ("Term"), unless terminated earlier in accordance with this Agreement. For the avoidance of doubt, ROM must expend all funds under this Agreement and the Prior Agreement no later than April 30, 2025 (i.e., on or before the end of the Expenditure Period) in accordance with this Agreement.

Section 4. Funding.

(a) ROM may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the Expenditure Period.

(b) Upon receipt and approval of reporting documentation and an invoice specified in Section 20, Reports and Invoices, COUNTY will provide funds to ROM in an amount not-to-

exceed TWO MILLION SEVENTY-THREE THOUSAND ONE HUNDRED TWELVE and 39/100 DOLLARS ($2,073,112.39) under this Agreement. ROM acknowledges that, COUNTY has provided ROM funds in an amount of FIVE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-SEVEN and 61/100 DOLLARS ($526,887.61), plus TWO HUNDRED FIFTY THOUSAND and NO/100 DOLLARS ($250,000.00) of advanced funding, for a total of SEVEN HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-SEVEN and 61/100 DOLLARS ($776,887.61) provided to ROM, as part of the Agreement between Seminole County and Rescue Outreach Mission of Central Florida, Inc. for American Rescue Plan Funding dated December 14, 2021 ("Prior Agreement"). ROM acknowledges that, while the parties under the Prior Agreement intend to mutually terminate the Prior Agreement, ROM agrees to provide complete documentation to account for all funds provided under both the Prior Agreement and this Agreement, in accordance with Section 20, Reports and Invoices.

(c) ROM must submit to COUNTY for approval reporting documentation and an invoice, specified in Section 20, Reports and Invoices, to account for expenditures incurred, if any, during each month of the Expenditure Period, as specifically authorized under this Agreement. If approved by COUNTY, COUNTY will provide ROM an amount equal to the expenditures incurred for the month during the Expenditure Period, but in no event will ROM receive an amount greater than the not-to-exceed amount of TWO MILLION SEVENTY-THREE THOUSAND ONE HUNDRED TWELVE and 39/100 DOLLARS ($2,073,112.39) under this Agreement, even if considered an allowable use of funds under this Agreement.

(d) ROM may only use funds provided by COUNTY under this Agreement and unexpended funds from the Prior Agreement for reasonable operating expenses and salaries and benefits for ROM's employees during the Expenditure Period, as further specified in Exhibit E – Scope of Services, attached to and incorporated in this Agreement.

(e) As the COUNTY has a great deal of responsibility in the prudent expenditure and accounting of funds, ROM's board members and officers must be free from convictions of any fraud or financial crimes, such as embezzlement, theft, forgery, bribery, falsification or destruction of records, misuse, or misappropriation of funds.

(f) ROM must competitively procure goods and services in the manner outlined in Exhibit J – Competitive Procurement Requirements, attached to and incorporated in this Agreement, and in addition, ROM must procure goods and services from sources that do not have any conflicts of interest with ROM. Conflicts of interest may arise when ROM, its board members, employees, officers, directors, volunteers, or agents of the organization have a financial, family, or any other beneficial interest in the vendor selected or considered for an award.

(g) ROM must expend funds during the Expenditure Period and may not use funds at any point during the Expenditure Period for contingency, "rainy day," or similar reserves.

(h) The COUNTY's performance and obligation to pay under this Agreement is contingent upon an appropriation by COUNTY, and is subject to any modification, including withholding all or part of the funds, in COUNTY's sole discretion. For the avoidance of doubt, there is no guarantee that ROM may receive all or part of the funds specified under this Agreement.

(i) If ROM receives additional grant funding from any government entity for allowable expenditures specified in this Agreement, ROM must notify the COUNTY pursuant to Section 14, Notice, prior to the receipt of such funding.

(j) ROM may not obtain or incur a duplication of benefits from any other governmental entity, including COUNTY.

Section 5. Conditions of Agreement. As conditions under this Agreement, ROM during the Term must:

(a) use funds to provide emergency shelter facilities in Seminole County and homelessness diversion services to homeless citizens who have been entered into the HMIS system.

(b) maintain responsible management oversight to include a rotating Board of Directors and Committees that are actively involved in the governance and development of funds for ROM.

(1) make ROM's Board of Directors and other meetings accessible to COUNTY.

(2) permit COUNTY to appoint one (1) member to the ROM's Board of Directors. COUNTY's appointee must be a designated member of the Executive Committee of the ROM's Board of Directors and must have full voting rights at both the Board of Director and Executive Committee levels.

(A) immediately seat COUNTY's appointee upon notification by COUNTY to ROM.

(B) maintain COUNTY's appointee as a member of ROM's Board of Directors.

(C) allow COUNTY to rotate appointees, in COUNTY's sole discretion.

(c) maintain occupancy of at least eighty percent (80%) of the Board of Director seats designated in ROM's bylaws.

(d) maintain a competent and qualified Executive Director, approved by ROM's Board of Directors.

(e) make good-faith efforts to ensure that at least eighty-five percent (85%) of the ROM's occupancy is comprised of residents of Seminole County. If ROM has demonstrated good-

faith efforts to comply with this provision, failure to meet this requirement will not be considered a default under this Agreement.

(1) ensure residents of Seminole County get priority placement within the shelter upon arrival.

(f) keep HMIS data updated in a timely and accurate manner.

(g) maintain an "A" HMIS rating. If HMIS rating drops to a "B" or "C", ROM has until the next monthly report to cure and return the HMIS rating to an "A" rating, or provide evidence of a system-wide flaw in writing from the HMIS Administrator, documented loss of staff, or other unforeseen circumstance.

(h) provide adequate case management services for residents in the shelter, who are not enrolled in a housing program.

(i) comply with ROM's bylaws.

(j) keep ROM's facilities in good repair and meet all Florida Building Codes.

(k) notify COUNTY, in writing, within seven (7) days of any formal grievance and/or complaints filed by residents or employees. This information is to be provided for situational awareness purposes and does not enjoin COUNTY as a party to any grievance or complaint.

(l) maintain financial solvency and viably operate as an emergency homelessness shelter.

(m) prior to receiving any funds under this Agreement, ROM must execute corrective mortgage deeds and promissory notes, prepared by COUNTY in a manner that properly serves as security for compliance with this Agreement, for the following properties:

(1) 1703 Historic Goldsboro Blvd., Sanford, FL 32771

(2) 1600 Historic Goldsboro Blvd., Sanford, FL 32771

(3) 1604 W. 13th Pl., Sanford, FL 32771

ROM acknowledges that on or about April 24, 2013, ROM has executed mortgage deed, promissory note, and restrictive use covenant documents in favor of COUNTY for the properties located at 1701 Historic Goldsboro Boulevard, Sanford, Florida 32771 and 1625 Historic Goldsboro Boulevard, Sanford, Florida 32771 (both referred to as "Properties"). As such, the Properties are subject to the terms and conditions of the Developer Agreement entered into between COUNTY and ROM on or about April 2, 2013.

(n) immediately report, in writing, to COUNTY any legal, financial, or organizational matters or major changes in programs or budgets that impact ROM's ability to operate or deliver services, and ROM's plan to remedy such impacts.

(o) diligently seek new funding sources and furnish COUNTY reports, as specified in Section 20, Reports and Invoices.

(p) recognize the Seminole County Board of County Commissioners for its contribution of funds in promotional material and at any events or workshops for which funds are utilized, as authorized in this Agreement. Any news release or other type of public announcement pertaining to the work performed under this Agreement must recognize COUNTY as a sponsor in the same size letters and font type as the name of any other funding sources.

(q) make good-faith efforts to participate as an active member of the Continuum of Care and follow both U.S. Housing and Urban Development, 24 C.F.R. Section 576, and regional Housing First Best Practices for the management of an emergency shelter.

Section 6. Recapture of Expenses.

(a) Any balances of unobligated funds that have been advanced or paid that are not expended as authorized under this Agreement during the Expenditure Period must be refunded to COUNTY within fourteen (14) days of receipt of written notice provided by COUNTY. For the

avoidance of doubt, this provision of refund also applies to the TWO HUNDRED FIFTY THOUSAND and NO/100 DOLLARS ($250,000.00) from the Prior Agreement.

(b) Financial assistance will be made only for expenditures that COUNTY provisionally determines are eligible under this Agreement. However, COUNTY's provisional determination that an expenditure is eligible does not relieve ROM of its duty to repay COUNTY in full for any expenditures that are later determined by COUNTY, in its sole discretion, to be ineligible expenditures.

(c) If requested by COUNTY, all refunds, return of Improper Payments, or repayments due to COUNTY under this Agreement are to be made payable to the order of Seminole County and mailed directly to COUNTY pursuant to Section 14, Notice, and this Agreement.

(d) If a check or other draft is returned, ROM shall pay COUNTY a service fee representing the actual cost incurred, if any, by COUNTY as a result of returned check or draft.

Section 7. COUNTY Responsibilities. COUNTY will reconcile and verify all funds received by ROM against all funds expended by ROM during the Expenditure Period. In the event reconciliation of funds identifies any funds paid as ineligible expenses or in excess of the expenditures incurred by ROM, ROM is subject to Section 6, Recapture of Expenses.

Section 8. Indemnification.

(a) ROM will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason of the loss of any monies paid to ROM or whomsoever resulting out of ROM's fraud, defalcation, dishonesty, or failure of ROM to comply with applicable laws or regulations; or by reason of, or as a result of any willful or negligent act or omission of ROM in the performance of this Agreement or any part

of this Agreement, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each Party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that Party and the officers, employees, and agents of that Party.

(c) The Parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any Party any remedy or defense available to the Parties under the laws of the State of Florida, nor as a waiver of COUNTY's sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as amended.

Section 9. Insurance.

(a) ROM, at its sole expense, shall maintain the insurance required under this Section at all times throughout the Term and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(1) ROM 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 ROM will relieve ROM 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 ROM 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 ROM.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then ROM shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and ROM 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 ROM or any other party.

(b) General Requirements.

(1) Before commencing work, ROM 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 – Insurance Limits, attached to and incorporated into this Agreement, 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, ROM shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, ROM shall provide COUNTY with a certified copy of each of the policies of insurance

providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

(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.

(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 ROM 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, and Business Auto policies.

(7) Coverage: The insurance provided by ROM 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 ROM.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes

a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

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

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

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

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as amended, 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 amended, or (C) fails to maintain the Best's Rating and Financial Size Category, then ROM shall immediately notify COUNTY as soon as ROM 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 ROM has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, ROM will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of ROM, ROM, at ROM'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 ROM 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) ROM's insurance must cover ROM 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 ROM are as specified in Exhibit D.

(D) If ROM asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as amended, ROM 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 ROM, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) ROM's insurance must cover ROM for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

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

(C) 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.

(3) Business Auto Policy.

(A) ROM's insurance must cover ROM 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 ROM does not own automobiles, ROM shall maintain coverage for hired and non-owned auto liability, which

may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

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

(4) Professional Liability.

(A) If required by Exhibit D, ROM shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by negligent acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, ROM 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 two (2) years beginning at the time work under this Agreement is completed.

(ii) If such insurance is maintained on a claims-made basis, ROM shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.

(iii) If ROM 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 ROM shall provide proof of such satisfactory coverage, such to approval of COUNTY.

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

(5) Employee Dishonesty Liability. ROM shall maintain Commercial Crime Coverage (Employee Dishonesty) protecting the interests of COUNTY subject to this Agreement from fraudulent acts of their employees. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in Exhibit D. The policy must include as loss payee Seminole County, Florida.

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

(A) ROM shall maintain Cyber Liability, which must include liability related to: the rendering of or failure to render technology product and services; multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by ROM or any subcontractor or cloud service provider used by ROM; regulatory action expenses; and breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services with at least the minimum limits as specified herein. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement.

(B) ROM's Cyber Liability coverage must be written on a "claims-made" basis covering ROM, 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 ROM are as specified in Exhibit D.

(6) Other Insurance.

(A) ROM shall carry Other Insurance as may be specified in Exhibit D, such as Builders Risk, Owners and Contractors Protective Liability, Installation Floater, Inland Marine, Garagekeepers Liability, Warehouse Legal Liability, Sexual Abuse Liability, and Aircraft Liability. Coverage limits must not be less than the amount specified in Exhibit D.

(B) The minimum limits to be maintained by ROM 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 ROM's liability under the provisions of Section 8, Indemnification, or any other provision of this Agreement.

Section 10. Default. If any of the following Events of Default occur during the Term, all obligations on the part of COUNTY to make further payment of funds will, if COUNTY elects, terminate, and if funds under this Agreement have been provided to ROM, COUNTY has the option to recapture funds in accordance with Section 6, Recapture of Expenses. COUNTY has the option to exercise any of its remedies set forth in Section 11, Remedies. If COUNTY elects to provide financial assistance to ROM after any Events of Default, COUNTY does so without waiving the right to exercise such remedies and without becoming liable to provide any further financial assistance. Events of Default, include:

(a) If any warranty or representation made by ROM in this Agreement or any previous agreement with COUNTY is or becomes false or misleading in any respect;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information;

(c) If ROM fails to maintain financial solvency and viably operate as an emergency homelessness shelter;

(d) If the HMIS data "Report Card" drops to a rating below a "C" any time after the initial ninety (90) days of the effective date of this Agreement, except when there is a written evidence of a system-wide flaw from the HMIS Administrator, documented loss of staff, or other unforeseen circumstance;

(e) If ROM's Board of Directors fail to undertake action to address any egregious misconduct by ROM's employees, consultants, or members of ROM's Board of Directors; or

(f) If ROM fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.

Section 11. Remedies.

(a) If an Event of Default occurs, then COUNTY may exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Provide ROM thirty (30) days to cure an Event of Default;

(2) Terminate this Agreement in accordance with Section 14, Notice;

(3) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(4) Withhold or suspend allocation of all or any part of the funds;

(5) Require that ROM refund to COUNTY any funds used for ineligible purposes under this Agreement;

(b) COUNTY may exercise any corrective or remedial actions, including:

(1) request additional information from the ROM to determine the reasons for or the extent of non-compliance or lack of performance,

(2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) advise the ROM to suspend, discontinue or refrain from incurring costs for any activities in question, or

(4) require the ROM to reimburse COUNTY for the amount of costs incurred for any items determined to be ineligible.

(c) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by ROM, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by ROM.

Section 12. Termination.

(a) The COUNTY may terminate this Agreement for Cause after thirty (30) days written notice to ROM.

(b) The COUNTY may terminate this Agreement immediately for convenience when COUNTY determines, in COUNTY's sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing ROM with written notice.

(c) The Parties may agree, in writing, to terminate this Agreement for mutual convenience. The mutual termination will state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) In the event this Agreement is terminated, if ROM incurs new obligations after ROM has received the notice of termination, COUNTY will not provide funds to ROM under this Agreement. For the avoidance of doubt, after notice of termination, ROM may continue operating using its own source of funds. In the event this Agreement is terminated as a result of uncured default by ROM, the COUNTY may, to the extent authorized by law, withhold payments to ROM for the purpose of set-off in an amount equal to the COUNTY's reasonable best estimate of damages until the exact amount of damages due COUNTY from the ROM is determined.

Section 13. Employee Status. Persons employed by ROM in the performance of this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of ROM, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to ROM's officers and employees either by operation of law or by ROM.

Section 14. 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) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Attention: Director, Community Services

Seminole County Community Services Department
534 W. Lake Mary Boulevard
Sanford, Florida 32773

With a Copy to:

Attention: Financial Grants Administrator
Seminole County Resource Management, Grants Program
1101 E. 1st Street
Sanford, Florida 32771-1468

As to ROM:

Attention: Chairman
Rescue Outreach Mission of Central Florida, Inc.
1701 Historic Goldsboro Boulevard
Sanford, Florida 32771

Section 15. Parties Bound. This Agreement is binding upon and inures to the benefit of ROM and COUNTY, and their successors and assigns.

Section 16. Conflict of Interest.

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as amended, relating to ethics in government.

(b) Each Party hereby certifies that no officer, agent, or employee of that Party has any material interest (as defined in § 112.312(15), Florida Statutes), as amended, as over 5% ownership either directly or indirectly, in the business of the other Party to be conducted here, and that no such person will have any such interest at any time during the Term.

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

Section 17. Dispute Resolution.

(a) In the event of a dispute related to performance under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is the sole venue for any such civil action. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

Section 18. Public Records Law.

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

(b) ROM specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, as amended, with regard to public records and must:

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

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

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

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

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records, including past and current audits, of the ROM which are pertinent to this Agreement or the Prior Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to ROM's personnel for the purpose of interview and discussion related to such documents.

For purposes of this Section, the term "ROM" includes employees to be paid from funds provided under this Agreement.

(d) **IF ROM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ROM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIRECTOR OF COMMUNITY SERVICES, ALLISON THALL AT: (407) 665-2301, ATHALL@SEMINOLECOUNTYFL.GOV, OR 534 W. LAKE MARY BOULEVARD, SANFORD, FLORIDA 32773.**

(e) 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 ROM.

Section 19. Audits.

(a) In accounting for the receipt and expenditure of funds under this Agreement, ROM must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board ("GASB") and the Financial Accounting Standards Board ("FASB").

(b) The COUNTY may perform an audit of the records of ROM at any time during the Term and after final disbursements have been made, even if the Agreement has expired or has been terminated, including as it pertains to the Prior Agreement. Audits may be performed at a time mutually agreeable to ROM and COUNTY.

(c) If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, ROM will be held

liable for reimbursement to COUNTY of all funds not spent in accordance with this Agreement, within fourteen (14) days after COUNTY has notified the ROM of such non-compliance.

(d) If ROM expends $750,000.00 or more in Federal awards during ROM's fiscal year, ROM must have an audit performed in accordance with 2 CFR Part 200, Subpart F, at ROM's expense.

(e) ROM must send copies of reporting packages required under this Section directly to COUNTY in accordance with Section 14, Notice.

Section 20. Reports and Invoices.

(a) ROM must provide the COUNTY with monthly reports using Exhibit C – Monthly Progress Report Template and Exhibit G – Monthly Activity Report, both exhibits attached to and incorporated into this Agreement by reference, detailing all information required.

(1) If all required reports are not sent to COUNTY or are not completed in a manner reasonably Acceptable to COUNTY, COUNTY may withhold further funds until they are completed or may take other action as stated in this Agreement.

(b) If funds are spent during the month of the Expenditure Period, ROM must provide the COUNTY with invoices using Exhibit F – Monthly Request for Payment, attached to and incorporated into this Agreement by reference, detailing all information required to account for all funds. ROM must supplement its monthly invoices with supporting information to validate the funds spend, including, but not limited to, providing payroll/salary information, timesheets, and work completed during the calendar month of the Expenditure Period. For the avoidance of doubt, ROM is required to submit to COUNTY documentation specified in this Agreement to account for all funds under this Agreement and the Prior Agreement, as authorized by this Agreement.

(c) ROM must submit monthly reports to the COUNTY five (5) business days after the end of each calendar month during the Expenditure Period. ROM must submit its last monthly

reporting documentation to COUNTY five (5) business days after the end of the Expenditure Period. For the avoidance of doubt, ROM must substantiate to COUNTY the use of all funds referenced in this Agreement, as authorized in this Agreement.

(1) The Annual Accomplishment Data Report must be provided to COUNTY by ROM using Exhibit H – Annual Accomplishment Data Report, attached to and incorporated in this Agreement.

(d) ROM must submit all required reporting documentation and invoices specified in this Agreement electronically through COUNTY's designated software provider, unless specified otherwise by COUNTY in writing. COUNTY will provide ROM written instructions as to how ROM may submit reports electronically. COUNTY reserves the right to revise any exhibit in order for COUNTY to provide the public with transparency.

(e) In addition, and when requested by COUNTY, ROM must provide additional funding program updates, information, and reports pertaining to the use of funds.

Section 21. Annual Updates to the BCC. ROM must provide annual updates, no later than November 30 each year during the Term, to the Seminole County Board of County Commissioners at a public meeting, in the form of a state of the organization, to include accomplishments, future forecasts, and financial information. Prior to such presentation, ROM must provide COUNTY a written report outlining its presentation.

Section 22. Monitoring. In addition to reviews of audits conducted in accordance with Section 19, Audits, monitoring procedures may include, but not be limited to, on-site visits, limited scope audits, or other procedures performed by COUNTY. ROM agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by COUNTY. In the event COUNTY determines that a limited scope audit of ROM is appropriate, ROM agrees to comply with any additional instructions provided by COUNTY to ROM regarding such audit. ROM

further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by COUNTY. In addition, COUNTY will monitor the performance and financial management by the ROM throughout the Term to ensure strict compliance with this Agreement.

Section 23. Equal Opportunity Employment. ROM and COUNTY shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. ROM and COUNTY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 24. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 25. Compliance with Laws and Regulations. ROM must abide by all statutes, ordinances, rules, regulations, and executive orders pertaining to or regulating the provision of this Agreement. Any violation of statutes, ordinances, rules, regulations, executive orders, or guidance 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 ROM.

Section 26. Entire Agreement.

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

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

Section 27. Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party.

Section 28. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 29. 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 30. 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.

[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.

Notary Public State of Florida
Sheri Michaud
My Commission HH 070973
Expires 12/30/2024

Witness

SHERI MICHAUD
Print Name

Witness

STEWART HILL
Print Name

RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.

By: _____
LARRY MEADOR, Chairman

Date: 10/31/23

[Signatures and attestations continue on the following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____

County Attorney
BP/
10/26/23
T:\Users\bpatel\Special Projects\Rescue Outreach Mission (2023)\Non-Profit Agreement - Rescue Outreach Mission 10.26.23.docx

By: _____
AMY LOCKHART, Chairman

Date: _____

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

Attachments:
Exhibit A - Intentionally Left Blank
Exhibit B - Intentionally Left Blank
Exhibit C - Monthly Progress Report Template
Exhibit D - Insurance Limits
Exhibit E - Scope of Services
Exhibit F - Monthly Request for Payment
Exhibit G - Monthly Activity Report
Exhibit H - Annual Accomplishment Data Report
Exhibit I – Intentionally Left Blank
Exhibit J - Competitive Procurement Requirements

EXHIBIT A

INTENTIONALLY LEFT BLANK

EXHIBIT B

INTENTIONALLY LEFT BLANK

Exhibit C - Monthly Progress Report

SEMINOLE COUNTY

Project Title: _____ Date: _____

Contact Name: _____

Reporting Period: _____

Telephone: _____

Project Objective:

Plan: A summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

Plans for Next Month:

Authorized Agent Signature: _____

** Monthly progress reports must be completed each month or future funding will be withheld**

EXHIBIT D

RESCUE OUTREACH MISSION OF CENTRAL FLORIDA

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

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

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

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

D. Professional Liability: $ 1,000,000 Per Claim

Directors and officers (D&O) liability insurance

E. Cyber Liability and Technology

Errors and Omissions Insurance:	$ 1,000,000	Per Occurrence or Claim
	$ 1,000,000	General Aggregate

F. Other Insurance Requirements:

$ 1,000,000	Commercial Crime Policy (Employee Dishonesty)
$ 1,000,000	Sexual Abuse Liability

~~End Exhibit D~~

EXHIBIT E

SCOPE OF SERVICES

Eligible expenses that respond to the public health emergency or its negative economic impacts under this Agreement include the following:

Section I. ELIGIBLE SHELTER EXPENSES

Part A Operating Expenses

- Cost of maintenance (including minor or routine repairs)
- Rent
- Security
- Reasonable Office Equipment
- Insurance
- Utilities
- Food
- Furnishings
- Supplies necessary for the operation of the emergency shelter
- Professional Services limited to:
    - Grant Writing
    - Accounting Services
    - Bookkeeping
- Licenses, Permits, and Fees
- Books, Dues, Publications, and Subscriptions
- Case Management (assessing, arranging, coordinating and monitoring the delivery of individualized services to meet the needs of eligible program participants)
- Transportation (costs of program participants travel to and from medical care, employment, child care, or other essential services facilities)
    - Travel on public transportation
    - Mileage allowance for employees
    - Agency Vehicle Expenses, limited to shelter activities:
        - Gas
        - Insurance
        - Taxes
        - Maintenance

Part B Shelter Personnel Expenses

- Salaries
- Benefits

Section II. SHELTER OPERATING STANDARDS

Any emergency shelter that receives assistance for shelter operations must meet the following minimum safety, sanitation, and privacy standards.

- The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
- Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleet and adequate space and security for themselves and their belongings.
- Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- The shelter's water supply must be free of contamination.
- The shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- The shelter must have any necessary heating/cooling facilities in proper operating condition.
- The shelter must have adequate natural or artificial illumination to permit normal indoor activities. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
- Food preparation areas, must contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.
- The shelter must be maintained in a sanitary condition.
- There must be at least one working smoke detector in each occupied unit of the shelter. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or emergency.
- Involuntary family separation is prohibited - the age of a child under 18 must not be used as a basis for denying any family's admission to an emergency shelter

Section III. SYSTEM PERFORMANCE MEASURES

The goals and objectives of ROM under this agreement will be to meet the following system performance measures:

Performance Metrics	**Required Outcomes**
Exits to Permanent Housing	50%
Average Length of Stay	90 days (not to exceed a total of 6 months)
Increase in Household Income	85%
Returns to Homelessness	85% non-returns to homelessness, 1yr from exit

SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.

PROGRAM YEAR 2023

MONTHLY REQUEST FOR PAYMENT

Beginning Gross Budget: **$2,323,112.39** $2,073,112.39

ROM : Rescue Outreach Mission of Central Florida, Inc.

Name of Activity/Project: Emergency Shelter Operations and Essential Services

Payment Request Period: _____

	Effective January 1, 2022 Beginning Net Budget Gross Budget Minus Advanced Payments	(A) Prior Quarter Remaining Balance (E)	(B) Previous Total Paid To-Date	(C) Payment Amount This Reimbursement Request	(D) (D = B + C) Funds Paid to Date	(E) (A Minus D) Remaining Balance
Eligible Shelter Expenses	**$2,073,112.39** ($2,850,000.00 - $250,000.00)		$ -	$ -	$ -	$ -
	$250,000.00 ($43,750.00 advance + $206,250.00 advance)					
Total	**$ 2,323,112.39**	**$0.00**	$ -	$ -	$ -	$0.00

Attach a copy of all supporting documentation for this Request for Payment

CS Department
Date Received

Signature Authority (Print Name and Title): _____

Signature: _____ Date: _____

EXHIBIT G

SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.

MONTHLY ACTIVITY REPORT

Subrecipient: Rescue Outreach Mission of Central Florida, Inc.

Name of Activity/Project: Emergency Shelter Operations and Essential Services

Monthly Reporting Period: _____ _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:_____ _____

_____

_____

Emergency Shelter (Activities):

Total number of served (include all household members)	Total number of Seminole County residents served	Total Unduplicated number of Seminole County residents served	Total number of out of County residents sheltered	Total number of unduplicated out of County residents sheltered	Total number of families served
Total number of individuals served	Number of "Big Three" completed	Number of shelter residents receiving Navigation Services	Total number of shelter residents assigned to Case Management	Total number of HH with increase in income	
Total number of shelter residents (HH) exited	Year-to-Date Housed	Total number of residents exited to housing	Total Amount of Revenue Received (not including this agreement's funds)	Total Amount of Public Money, including In Kind Donations Received	
			$	$	

Any other special accomplishments:

_____

_____ _____

_____ _____

Annual Accomplishment Data Report

Program Name	SEMINOLE COUNTY
Award Year	
ROM	RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.

Total Number Served

# of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	0

Income/Benefits

From Employment	Total
From SSI/SSDI	
SNAP	
Child Support	
Don't Know/Refused/Other	
Total	0

Gender	Total
Male	
Female	
Transgender	
Don't Know/Refused/Other	
Missing Information	
Total	**0**

Shelter Utilization

	Total	%
Total Number of Beds Available (Annually)		
Total Number of Beds Utilized (Annually)		
Total Number		
		0

Age	Total
Under 18	
18-24	
25 and over	
Don't know/refused/Other	
Missing Information	
Total	**0**

Performance Metrics	Total	%
Exits to Permanent Housing (80% of HH)		
Average Length of Stay (90 days, not to exceed 6 mo)		
Returns to Homelessness (85% non-returns to homelessness, 1 yr from exit)		
Increase Household Income (85% of HH increase income)		

Subpopulation	Total	Prevention	Rapid Re-housing	Permanent Supportive Housing	Emergency Shelter
Veterans					
Victims of Domestic Violence					
Elderly					
HIV/AIDS					
Chronically Homeless					
Persons with Disabilities					
Severly Mentally Ill					
Chronic Substance Abuse					
Other Disability					
Total (unduplicated if possible)	0	0			0

* Total figure represents unduplicated count of persons served, if possible during Fiscal Year

EXHIBIT I

INTENTIONALLY LEFT BLANK

Exhibit J – Competitive Procurement Requirements

The standards and procedures for purchases outlined in this Exhibit are intended to ensure that goods and services acquired are obtained as efficiently and economically as possible through an open and competitive process, maximizing the value of public funds.

ROM must obtain a minimum of two (2) written quotes for purchases over FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00); email quotes are acceptable. ROM may not split purchases to award work to the same vendor resulting in an avoidance of comply with the competitive requirements set forth herein.

For purchases over FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00), ROM must utilize competitive bids or proposals and requests for bids or proposals must be written in a way not to restrict competition. ROM must provide a clear and accurate description of the technical requirements for the goods and services to be procured; all requirements which vendors must fulfill; and all other factors to be used in evaluating bids or proposals.

ROM must keep detailed files, which include, at minimum, the following information:

- Basis for vendor selection
- An explanation for lack of competition when competitive bids or proposals were not obtained
- Basis of award

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1094

Title:

Approve and Authorize the Chairman to execute the Customer Agreement for Reclaimed Water Rates, including a General Use Permit with Addendum, with the Florida Department of Transportation. District5 - Herr **(Johnny Edwards, Utilities Department Interim Director)**

Division:

Utilities Department

Authorized By:

Johnny Edwards, PE

Contact/Phone Number:

Johnny Edwards/407-665-2005

Background:

The Florida Department of Transportation ("FDOT"), in conjunction with Seminole County, has requested to install multiple reclaimed meters along SR46/426 Wekiva Section 7A & 7B to irrigate parts of the Wekiva Parkway with reclaimed water provided by Seminole County. FDOT and Seminole County have negotiated a hybrid document using Seminole County's reclaimed water agreement and FDOT's general use permit for its right-of-way. FDOT will pay Seminole County for the reclaimed water as provided in section 2 of the agreement.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the Customer Agreement for Reclaimed Water Rates, including a General Use Permit with Addendum, with the Florida Department of Transportation.

Seminole County Environmental Services Department
COMMERCIAL APPLICATION FOR RECLAIMED WATER SERVICE

Applicant Information:

1. Applicant: JACOB BURNHAM
2. Company: LAPLEUR NURSERIES AND GARDEN CENTER, LLC
3. Property Owner or Name on Water/Sewer/Irrigation Account (if different from Applicant) PROPERTY OWNER: FLORIDA DOT
4. Current Water/Sewer/Irrigation Account Number N/A
5. Mailing Address: 6275 W SR 46, SANFORD, FL, 32771
6. Telephone: 415.596.2382

Irrigation Site Information:

7. Site address/location (include all parcel ID numbers): WEKIVA PARKWAY/SR 46 FROM SEMINOLE CTY LINE TO I-4
8. Total size of site in acres or square feet: 205 ACRES
9. Size of area to be irrigated in acres or square feet: 32 ACRES
10. Calculate irrigation water use in gallons per day:
    - inches/wk: (not to exceed 1.5 in./wk) 1.5 IN./WK
    - Annual Average Gallons/day (for Seminole County Permitting) 186,176

If the size of the irrigated area is known, please use the following equations:

To apply 1 ½ inches of irrigation water per week:

Gallons per day = number of acres of irrigated area X 5818 gallons per day (to convert square feet to acres, divide the number of square feet by 43,560.29)

To apply 1 inch of irrigation water per week:

Gallons per day = number of acres of irrigated area X 3879 gpd

Otherwise use the attached table:

11. Size of meter needed: (7) OF THE 2" METERS, (1) OF THE 1.5" METERS

Application Submittals Required (2 Copies):

12. Site Location Map
13. Irrigation plans showing the following:
    - Irrigation piping, # of sprinkler heads, valves, # of zones, Zone run times
    - Reclaimed distribution mains and points of connection
    - Reclaimed service lines and reclaimed meters
    - Irrigation control box(s) and rain sensor(s)
    - All potable water lines, meters and backflow preventers
    - Show County standard construction details as appropriate

14. Mail to: Seminole County Environmental Services Department
    500 West Lake Mary Blvd.
    Sanford, FL 32773

Procedures:

15. Application and plans are reviewed by Planning, Engineering and Inspection Division and, if necessary, returned for revision.
16. Application is approved by Seminole County.
17. Reclaim Water Utility Agreement is sent to applicant to be signed by property owner and returned (Contact One Stop Permitting at (407) 665-2143 for information).
18. Reclaim Water Agreement is executed by Seminole County.
19. Applicant contacts One Stop Permitting to pay appropriate fees, purchase reclaimed meter, and initiate service.
20. An installation inspection is conducted on the service connection to the distribution main by Planning, Engineering, and Inspection Division.
    Applicant arranges for a backflow prevention inspection on the potable water system to be conducted by a certified inspector (a list of certified inspectors is available by contacting 407-665-2137).
21. A reclaim water inspection is conducted by the Wastewater Division.
22. Reclaim Water becomes available for irrigation use.

Signature:

23. Print Applicants Name: JACOB W BURNHAM

    Applicants signature: J W B

    Date: 2/8/23

POC 4 VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	HEAD ELEV	VALVE ELEV	PRECIP
4-1	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	27.23	34.3	46.9	0.00 ft	1.50 ft	1.79 in/h
4-2	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	33.35	35.6	48.3	0.00 ft	1.50 ft	1.26 in/h
4-3	RAIN BIRD PESB	1"	SHRUB SPRAY	17.5	34.4	47.1	0.00 ft	1.50 ft	1.06 in/h
4-4	RAIN BIRD PESB	1-1/2"	BUBBLER	30	37.1	50.6	0.00 ft	0.00 ft	1.84 in/h
4-5	RAIN BIRD PESB	1"	BUBBLER	17	35.9	49.4	0.00 ft	0.00 ft	1.79 in/h
4-6	RAIN BIRD PESB	1"	BUBBLER	15	34.2	47.1	0.00 ft	0.00 ft	1.8 in/h
4-7	RAIN BIRD PESB	1"	BUBBLER	20	33.8	47.9	0.00 ft	0.00 ft	1.81 in/h
4-8	RAIN BIRD PESB	1"	SHRUB ROTARY	15.71	43.5	56.6	1.50 ft	0.00 ft	0.48 in/h
4-9	RAIN BIRD PESB	1"	BUBBLER	19	37.3	49.5	1.50 ft	0.00 ft	1.7 in/h
4-10	RAIN BIRD PESB	1-1/2"	SHRUB ROTARY	28.12	44.8	58.4	0.00 ft	5.50 ft	0.38 in/h
4-11	RAIN BIRD PESB	1-1/2"	SHRUB ROTARY	35.45	45.0	58.5	0.00 ft	5.50 ft	0.32 in/h
4-12	RAIN BIRD PESB	1-1/2"	SHRUB ROTARY	28.03	45.1	58.4	0.50 ft	5.00 ft	0.38 in/h
4-13	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	29.93	34.9	49.3	0.00 ft	5.00 ft	1.78 in/h
4-14	RAIN BIRD PESB	1"	SHRUB ROTARY	15.58	43.1	57.4	0.00 ft	5.00 ft	0.29 in/h
4-15	RAIN BIRD PESB	1"	SHRUB ROTARY	14.32	42.8	57.1	0.00 ft	5.00 ft	0.26 in/h
4-16	RAIN BIRD PESB	1-1/2"	BUBBLER	26	36.2	50.6	0.50 ft	5.00 ft	1.73 in/h
4-17	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	25.74	36.2	49.5	3.50 ft	1.50 ft	0.94 in/h
4-18	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	24.62	36.2	49.5	3.50 ft	1.50 ft	0.9 in/h
4-19	RAIN BIRD PESB	1-1/2"	BUBBLER	37	34.2	47.3	0.00 ft	1.50 ft	1.85 in/h
4-20	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	34.41	35.0	47.9	0.00 ft	1.50 ft	2.17 in/h
4-21	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	46.56	34.9	47.8	0.00 ft	1.50 ft	1.72 in/h
4-22	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	47.37	35.2	48.1	1.00 ft	1.50 ft	1.85 in/h
4-23	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	25.61	35.8	49.1	0.00 ft	2.50 ft	1.71 in/h
4-24	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	33.33	35.4	48.7	0.00 ft	2.50 ft	1.88 in/h
4-25	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	40.3	36.7	50.2	0.00 ft	2.00 ft	1.83 in/h
4-26	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	42.76	35.8	49.0	1.00 ft	0.50 ft	1.89 in/h
4-27	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	27.21	35.7	49.3	1.00 ft	0.50 ft	1.85 in/h
4-28	RAIN BIRD PESB	1-1/2"	BUBBLER	31	35.7	49.3	1.30 ft	0.70 ft	1.88 in/h
4-29	RAIN BIRD PESB	1-1/2"	BUBBLER	31	35.1	48.9	0.00 ft	2.00 ft	1.85 in/h
4-30	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	43.57	41.2	55.5	0.00 ft	0.00 ft	1.42 in/h
4-31	RAIN BIRD PESB	1"	SHRUB SPRAY	11.33	34.0	47.2	0.00 ft	0.00 ft	1.06 in/h
4-32	RAIN BIRD PESB	1"	BUBBLER	21	36.8	50.0	-3.00 ft	0.50 ft	1.72 in/h
4-33	RAIN BIRD PESB	1-1/2"	SHRUB ROTARY	24.46	44.4	58.6	0.00 ft	3.50 ft	0.7 in/h
4-34	RAIN BIRD PESB	1-1/2"	BUBBLER	39	34.3	48.7	0.00 ft	4.50 ft	1.85 in/h
4-35	RAIN BIRD PESB	1"	SHRUB ROTARY	15.39	43.5	56.9	0.80 ft	2.70 ft	0.28 in/h
4-36	RAIN BIRD PESB	1-1/2"	BUBBLER	26	37.5	51.0	1.80 ft	2.70 ft	1.73 in/h
4-37	RAIN BIRD PESB	1"	SHRUB ROTARY	19.72	44.1	57.5	0.80 ft	2.70 ft	0.35 in/h
4-38	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	32.7	34.9	48.4	0.80 ft	2.70 ft	2.37 in/h
4-39	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	36.73	34.7	48.4	0.00 ft	3.50 ft	2.83 in/h
4-40	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	40.51	35.0	48.8	0.00 ft	3.50 ft	2.24 in/h

POC 5 VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	DESIGN PSI	PSI	PSI @ POC	VALVE ELEV	PRECIP
5-1	RAIN BIRD PESB	1-1/2"	BUBBLER	26.00	30	35.58	50.52	0.00 ft	1.9 in/h
5-2	RAIN BIRD PESB	1"	BUBBLER	20.00	30	33.93	48.99	0.00 ft	1.96 in/h
5-3	RAIN BIRD PESB	1"	BUBBLER	7.00	30	31.84	47.25	2.00 ft	1.87 in/h
5-4	RAIN BIRD PESB	1"	SHRUB SPRAY	20.91	30	33.72	50.13	2.00 ft	2.16 in/h
5-5	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	35.10	30	35.1	51.85	2.00 ft	1.78 in/h
5-6	RAIN BIRD PESB	1-1/2"	BUBBLER	27.00	30	35.36	53.85	6.00 ft	1.85 in/h
5-7	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	20.34	30	35.39	53.65	6.00 ft	1.51 in/h
5-8	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	31.45	30	34.74	53.69	6.00 ft	1.42 in/h
5-9	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	34.05	30	34.73	53.81	6.00 ft	1.58 in/h

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	DESIGN PSI	PSI	PSI @ POC	PRECIP
6-1	RAIN BIRD PESB	1-1/2"	BUBBLER	34.00	30	39.02	50.67	1.87 in/h
6-2	RAIN BIRD PESB	1"	SHRUB ROTARY	11.31	40	42.52	58.35	0.41 in/h
6-3	RAIN BIRD PESB	1"	BUBBLER	15.00	30	32.78	48.61	1.84 in/h
6-4	RAIN BIRD PESB	1"	SHRUB ROTARY	11.17	40	42.29	58.1	0.38 in/h
6-5	RAIN BIRD PESB	1-1/2"	BUBBLER	42.00	30	35.37	50.48	1.84 in/h
6-6	RAIN BIRD PESB	1"	BUBBLER	22.00	30	34.58	50.34	1.84 in/h
6-7	RAIN BIRD PESB	1-1/2"	SHRUB SPRAY	25.66	30	34.85	50.42	1.5 in/h
6-8	RAIN BIRD PESB	1"	SHRUB ROTARY	19.30	40	43.58	59.45	0.41 in/h
6-9	RAIN BIRD PESB	1-1/2"	BUBBLER	24.00	30	35.21	51.38	1.86 in/h
6-10	RAIN BIRD PESB	1"	SHRUB ROTARY	18.79	40	43.31	59.28	0.42 in/h
6-11	RAIN BIRD PESB	1-1/2"	BUBBLER	25.00	30	35.3	51.02	1.84 in/h
6-12	RAIN BIRD PESB	1-1/2"	BUBBLER	31.00	30	35.11	51.08	1.87 in/h
6-13	RAIN BIRD PESB	1-1/2"	BUBBLER	44.00	30	36.99	53.19	1.82 in/h
6-14	RAIN BIRD PESB	1-1/2"	BUBBLER	28.00	30	35.63	52.56	1.85 in/h
6-15	RAIN BIRD PESB	1"	BUBBLER	9.00	30	32.14	48.61	1.8 in/h

HYDRAULIC ANALYSIS, CRITICAL STATION

Longwood Markham Rd
Sheet 97

2022-03-25 11:07

P.O.C. NUMBER: 01
WATER SOURCE INFORMATION:

FLOW AVAILABLE
POINT OF CONNECTION SIZE: 2"
FLOW AVAILABLE 69.4 GPM

PRESSURE AVAILABLE
STATIC PRESSURE AT POC: 70.00 PSI
PRESSURE AVAILABLE: 70.00 PSI

DESIGN ANALYSIS
MAXIMUM MULTI-VALVE FLOW: 47 GPM
FLOW AVAILABLE AT POC: 69.4 GPM
RESIDUAL FLOW AVAILABLE: 22.4 GPM

CRITICAL STATION: 1A-30
DESIGN PRESSURE: 40 PSI
FRICTION LOSS: 1.16 PSI
FITTINGS LOSS: 0.12 PSI
ELEVATION LOSS: 0 PSI
LOSS THROUGH VALVE: 2.62 PSI
PRESSURE REQ. AT CRITICAL STATION: 43.9 PSI
LOSS FOR FITTINGS: 0.24 PSI
LOSS FOR MAIN LINE: 2.36 PSI
LOSS FOR POC TO VALVE ELEVATION:3.46 PSI
LOSS FOR BACKFLOW: 11.8 PSI
LOSS FOR MASTER VALVE: 2.16 PSI
CRITICAL STATION PRESSURE AT POC: 63.92 PSI
PRESSURE AVAILABLE: 70 PSI
RESIDUAL PRESSURE AVAILABLE: 6.08 PSI

Yankee Lake Rd
Sheet 99

2022-03-25 10:06

P.O.C. NUMBER: 02
WATER SOURCE INFORMATION:

FLOW AVAILABLE
POINT OF CONNECTION SIZE: 2"
FLOW AVAILABLE 69.4 GPM

PRESSURE AVAILABLE
STATIC PRESSURE AT POC: 70.00 PSI
PRESSURE AVAILABLE: 70.00 PSI

DESIGN ANALYSIS
MAXIMUM STATION FLOW: 45.77 GPM
FLOW AVAILABLE AT POC: 69.4 GPM
RESIDUAL FLOW AVAILABLE: 23.63 GPM

PRESSURE REQ. AT CRITICAL STATION: 44.32 PSI
LOSS FOR FITTINGS: 0.35 PSI
LOSS FOR MAIN LINE: 3.45 PSI
LOSS FOR POC TO VALVE ELEVATION:0.87 PSI
LOSS FOR BACKFLOW: 11.56 PSI
LOSS FOR MASTER VALVE: 3.26 PSI
CRITICAL STATION PRESSURE AT POC: 63.81 PSI
PRESSURE AVAILABLE: 70 PSI
RESIDUAL PRESSURE AVAILABLE: 6.19 PSI

Lake Markham Rd
Sheet 105

022-03-25 12:30

P.O.C. NUMBER: 03
WATER SOURCE INFORMATION:

FLOW AVAILABLE
POINT OF CONNECTION SIZE: 2"
FLOW AVAILABLE 69.4 GPM

PRESSURE AVAILABLE
STATIC PRESSURE AT POC: 70.00 PSI
PRESSURE AVAILABLE: 70.00 PSI

DESIGN ANALYSIS
MAXIMUM MULTI-VALVE FLOW: 45 GPM
FLOW AVAILABLE AT POC: 69.4 GPM
RESIDUAL FLOW AVAILABLE: 24.4 GPM

CRITICAL STATION: 3-15
DESIGN PRESSURE: 40 PSI
FRICTION LOSS: 0.84 PSI
FITTINGS LOSS: 0.06 PSI
ELEVATION LOSS: 0 PSI
LOSS THROUGH VALVE: 3.04 PSI
PRESSURE REQ. AT CRITICAL STATION: 43.75 PSI
LOSS FOR FITTINGS: 0.35 PSI
LOSS FOR MAIN LINE: 3.53 PSI
LOSS FOR POC TO VALVE ELEVATION:2.17 PSI
LOSS FOR BACKFLOW: 11.8 PSI
LOSS FOR MASTER VALVE: 2.2 PSI
CRITICAL STATION PRESSURE AT POC: 63.8 PSI
PRESSURE AVAILABLE: 70 PSI
RESIDUAL PRESSURE AVAILABLE: 6.2 PSI

Glade View Dr
Sheet 110

2022-03-24 13:01

P.O.C. NUMBER: 04
WATER SOURCE INFORMATION:

FLOW AVAILABLE
POINT OF CONNECTION SIZE: 2"
FLOW AVAILABLE 69.4 GPM

PRESSURE AVAILABLE
STATIC PRESSURE AT POC: 70.00 PSI
PRESSURE AVAILABLE: 70.00 PSI

DESIGN ANALYSIS
MAXIMUM MULTI-VALVE FLOW: 47 GPM
FLOW AVAILABLE AT POC: 69.4 GPM
RESIDUAL FLOW AVAILABLE: 22.4 GPM

PRESSURE REQ. AT CRITICAL STATION: 44.44 PSI
LOSS FOR FITTINGS: 0.32 PSI
LOSS FOR MAIN LINE 3.17 PSI
LOSS FOR POC TO VALVE ELEVATION:1.52 PSI
LOSS FOR BACKFLOW: 11.8 PSI
LOSS FOR MASTER VALVE: 2.16 PSI
CRITICAL STATION PRESSURE AT POC: 63.41 PSI
PRESSURE AVAILABLE: 70 PSI
RESIDUAL PRESSURE AVAILABLE: 6.59 PSI

Orange Avenue.
Sheet 119

2022-03-26 10:29

P.O.C. NUMBER: 05
WATER SOURCE INFORMATION:

FLOW AVAILABLE
POINT OF CONNECTION SIZE: 1 1/2"
FLOW AVAILABLE 43.65 GPM

PRESSURE AVAILABLE
STATIC PRESSURE AT POC: 65.00 PSI
PRESSURE AVAILABLE: 65.00 PSI

DESIGN ANALYSIS
MAXIMUM STATION FLOW: 35.1 GPM
FLOW AVAILABLE AT POC: 43.65 GPM
RESIDUAL FLOW AVAILABLE: 8.55 GPM

CRITICAL STATION: 5-6
DESIGN PRESSURE: 30 PSI
FRICTION LOSS: 1.52 PSI
FITTINGS LOSS: 0.15 PSI
ELEVATION LOSS: 0 PSI
LOSS THROUGH VALVE: 3.69 PSI
PRESSURE REQ. AT CRITICAL STATION: 35.36 PSI
LOSS FOR FITTINGS: 0.1 PSI
LOSS FOR MAIN LINE: 1 PSI
LOSS FOR POC TO VALVE ELEVATION:2.6 PSI
LOSS FOR BACKFLOW: 11.57 PSI
LOSS FOR MASTER VALVE: 3.22 PSI
CRITICAL STATION PRESSURE AT POC: 53.85 PSI
PRESSURE AVAILABLE: 65 PSI
RESIDUAL PRESSURE AVAILABLE: 11.15 PSI

Orange Blvd/Wayside Dr
Sheet 122

2022-03-25 14:29

P.O.C. NUMBER: 06
WATER SOURCE INFORMATION:

FLOW AVAILABLE
POINT OF CONNECTION SIZE: 2"
FLOW AVAILABLE 69.4 GPM

PRESSURE AVAILABLE
STATIC PRESSURE AT POC: 65.00 PSI
PRESSURE AVAILABLE: 65.00 PSI

DESIGN ANALYSIS
MAXIMUM STATION FLOW: 44 GPM
FLOW AVAILABLE AT POC: 69.4 GPM
RESIDUAL FLOW AVAILABLE: 25.4 GPM

CRITICAL STATION: 6-8
DESIGN PRESSURE: 40 PSI
FRICTION LOSS: 0.68 PSI
FITTINGS LOSS: 0.07 PSI
ELEVATION LOSS: 0 PSI
LOSS THROUGH VALVE: 2.82 PSI
PRESSURE REQ. AT CRITICAL STATION: 43.57 PSI
LOSS FOR FITTINGS: 0.01 PSI
LOSS FOR MAIN LINE: 0.07 PSI
LOSS FOR POC TO VALVE ELEVATION:0 PSI
LOSS FOR BACKFLOW: 12.3 PSI
LOSS FOR MASTER VALVE: 3.5 PSI
CRITICAL STATION PRESSURE AT POC: 59.45 PSI
PRESSURE AVAILABLE: 65 PSI
RESIDUAL PRESSURE AVAILABLE: 5.55 PSI

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
10/05/2022	JS ⚠ UPDATED VALVE SCHEDULE		

Jessica Solayn, RLA
LA# 6667441
AECOM Technical Services, Inc
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1462

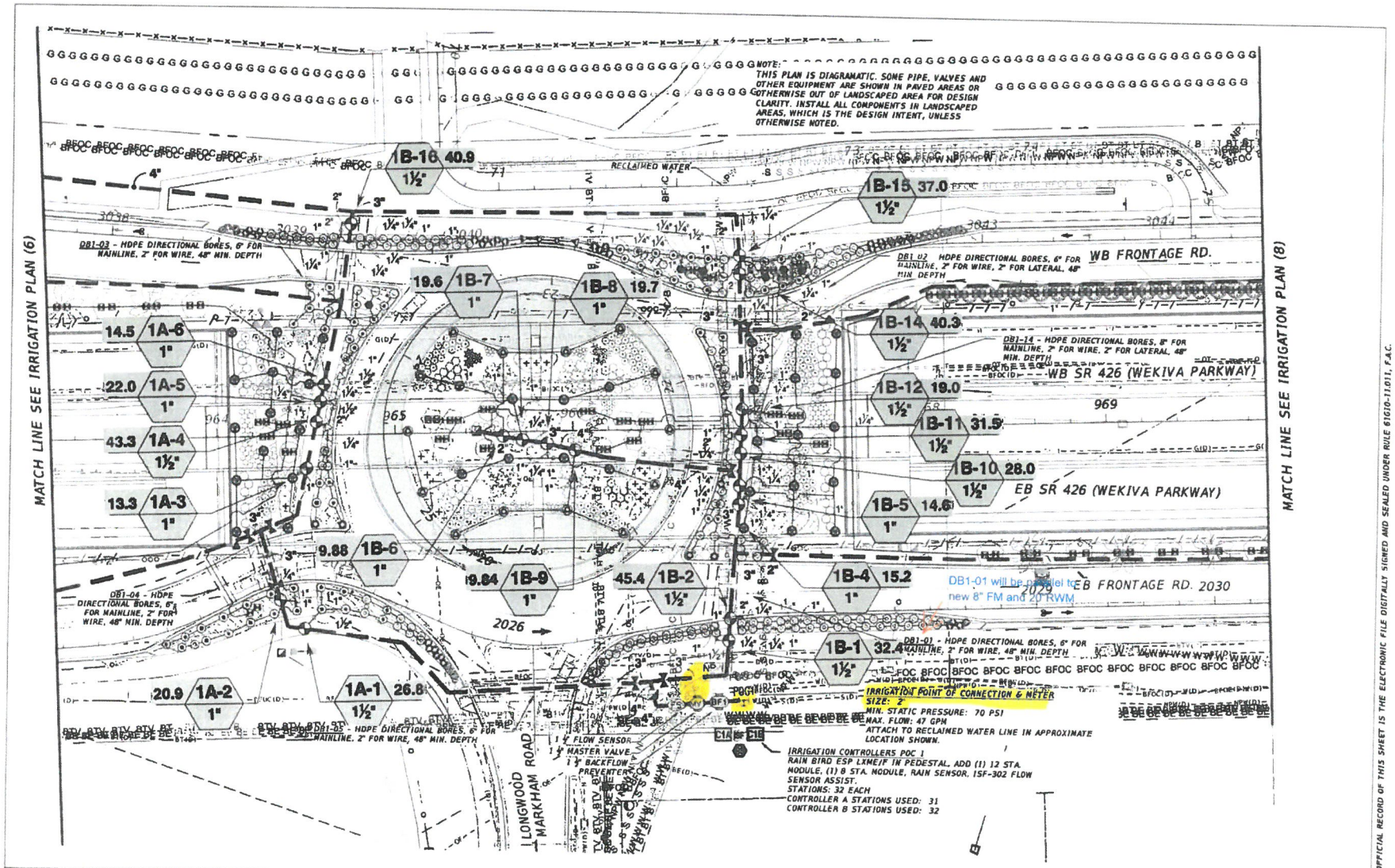
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 429 SR 46	SEMINOLE	437114-7-52-01

IRRIGATION VALVE SCHEDULES

SHEET NO. 87

Friday, September 30, 2022 1:36pm C:\Users\Nairis.Seberv\AppData\Local\Temp\AcPublish_16188\IRRGLD01_Wekiva_Rev1.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Jessica Soleyn, RLA
LA# 6667441
AECOM Technical Services, Inc
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1462

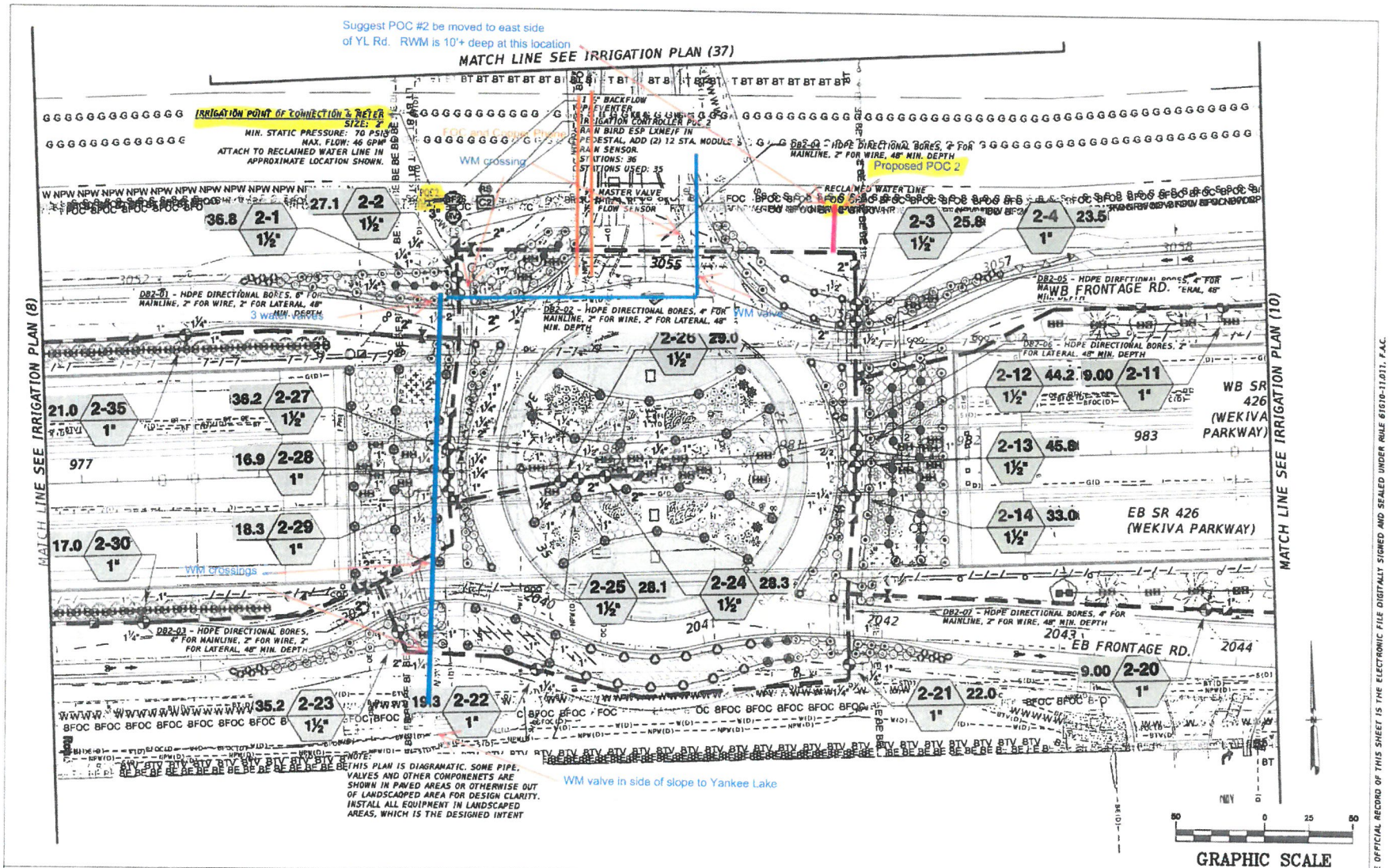
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 429 SR 46	SEMINOLE	437114-7-52-01

IRRIGATION PLAN (7)

SHEET NO. 97

Wednesday, June 01, 2022 4:13pm C:\Users\Malrin.Subervi\AppData\Local\Temp\AcPublish_19092\IRRGL001_Weskiva.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Jessica Soleyn, RLA
LA# 6667441
AECOM Technical Services, Inc
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1462

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

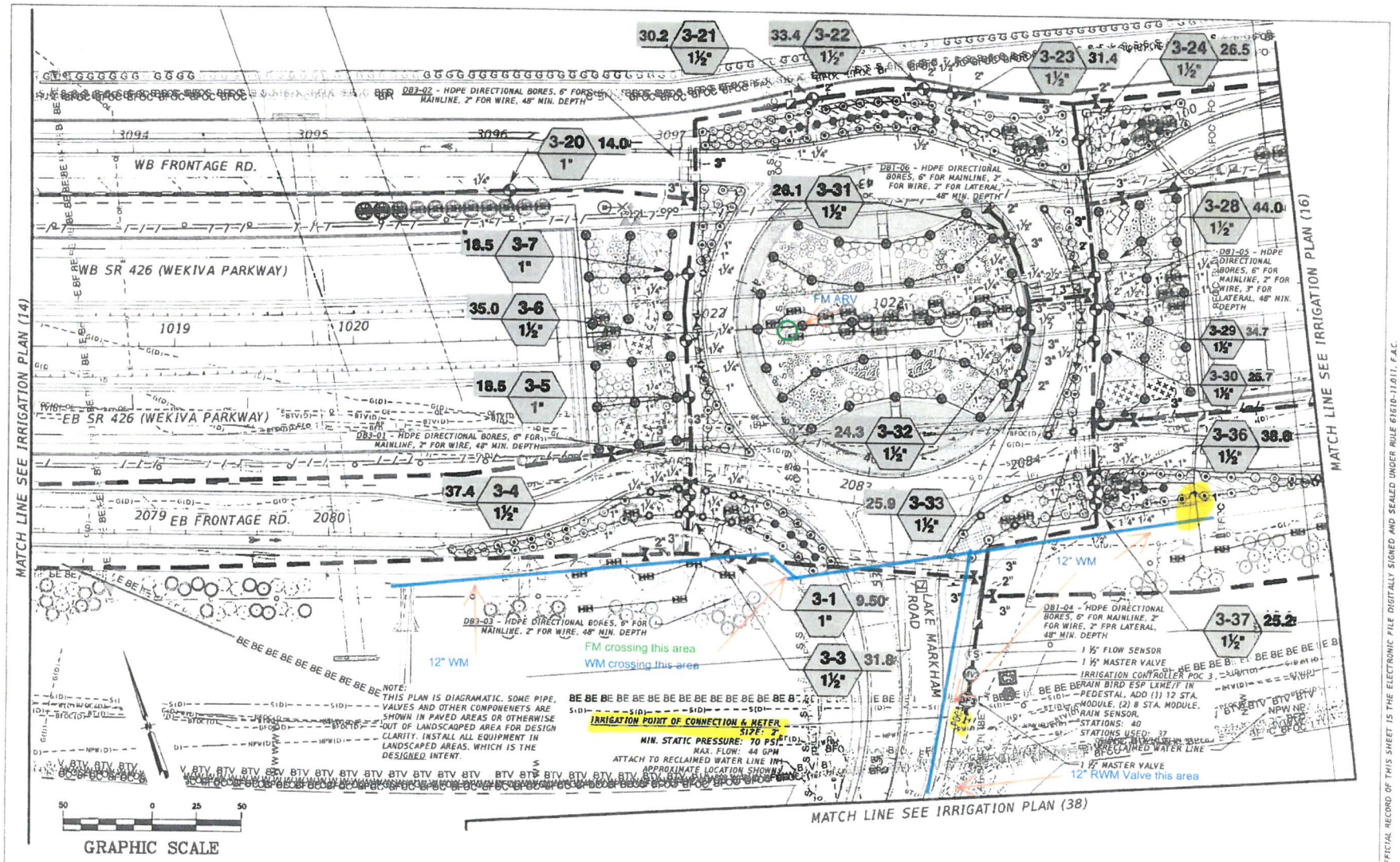
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 429 SR 46	SEMINOLE	437114-7-52-01

IRRIGATION PLAN (9)

SHEET NO. 99

Wednesday, June 01, 2022 4:14pm C:\Users\Katrina.Suberyl\AppData\Local\Temp\AcPublish_19892\IRRGL001_Wekiva.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Jessica Soleyn, RLA
LA# 6667441
AECOM Technical Services, Inc
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1462

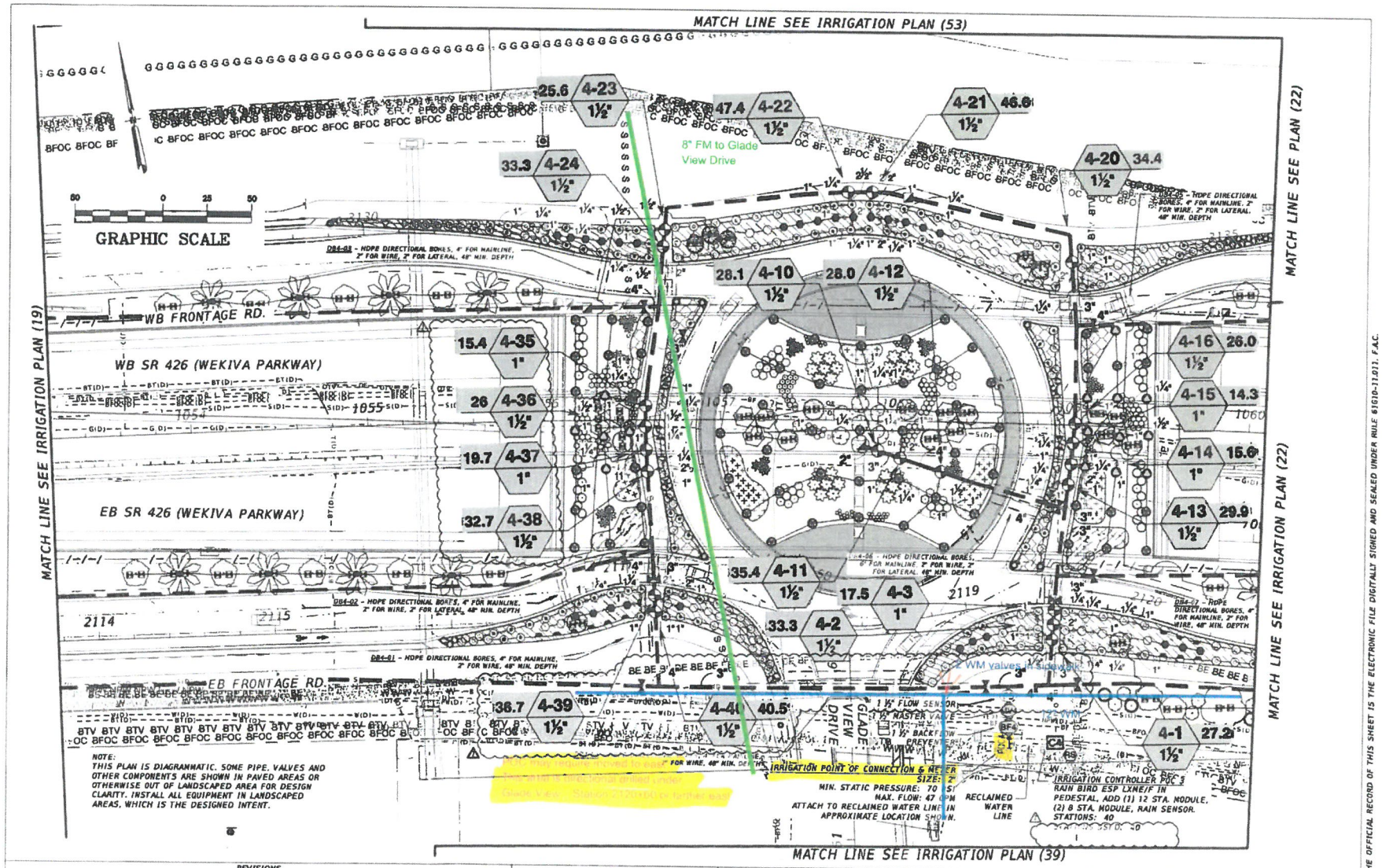
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 429 SR 46	SEMINOLE	437114-7-52-01

IRRIGATION PLAN (15)

SHEET NO. 105

Wednesday, June 01, 2022 4:17pm C:\Users\Mairin.Suberv\AppData\Local\Temp\AcPublish_19892\IRRGLD01_Wekiva.dwg



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
10/05/2022 JS	△1 UPDATED IRRIGATION		

Jessica Soleyn, RLA
LA# 6667441
AECOM Technical Services, Inc
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1462

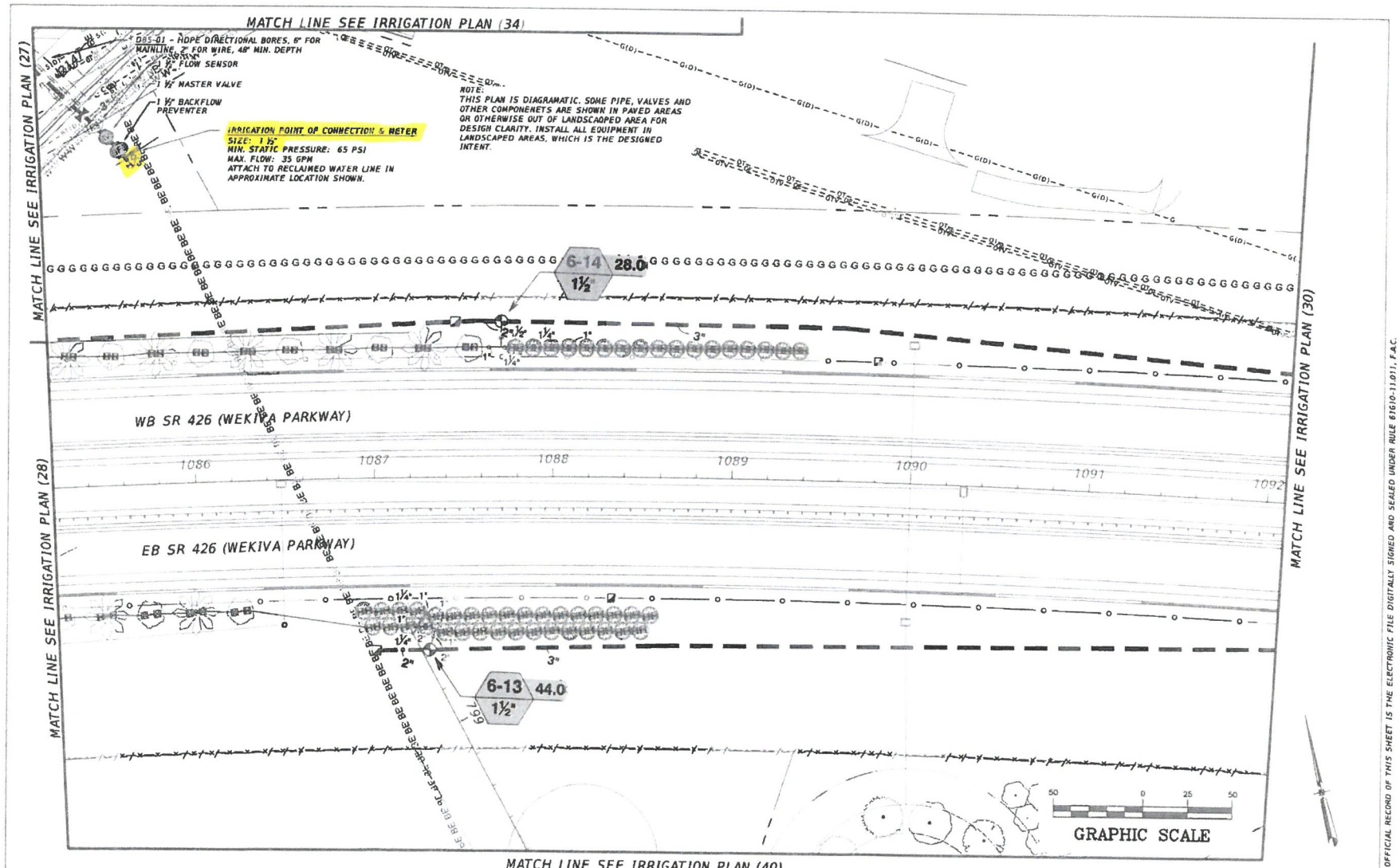
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO	COUNTY	FINANCIAL PROJECT ID
SR 429 SR 46	SEMINOLE	437114-7-52-01

IRRIGATION PLAN (20)

SHEET NO. 110

Friday, September 30, 2022 1:38pm C:\Users\Nairin.Soberyl\AppData\Local\Temp\AcPublish_16188\IRRGLD01_Wekiva_Rev1.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Jessica Soleyn, RLA
LA# 6667441
AECOM Technical Services, Inc
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1462

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

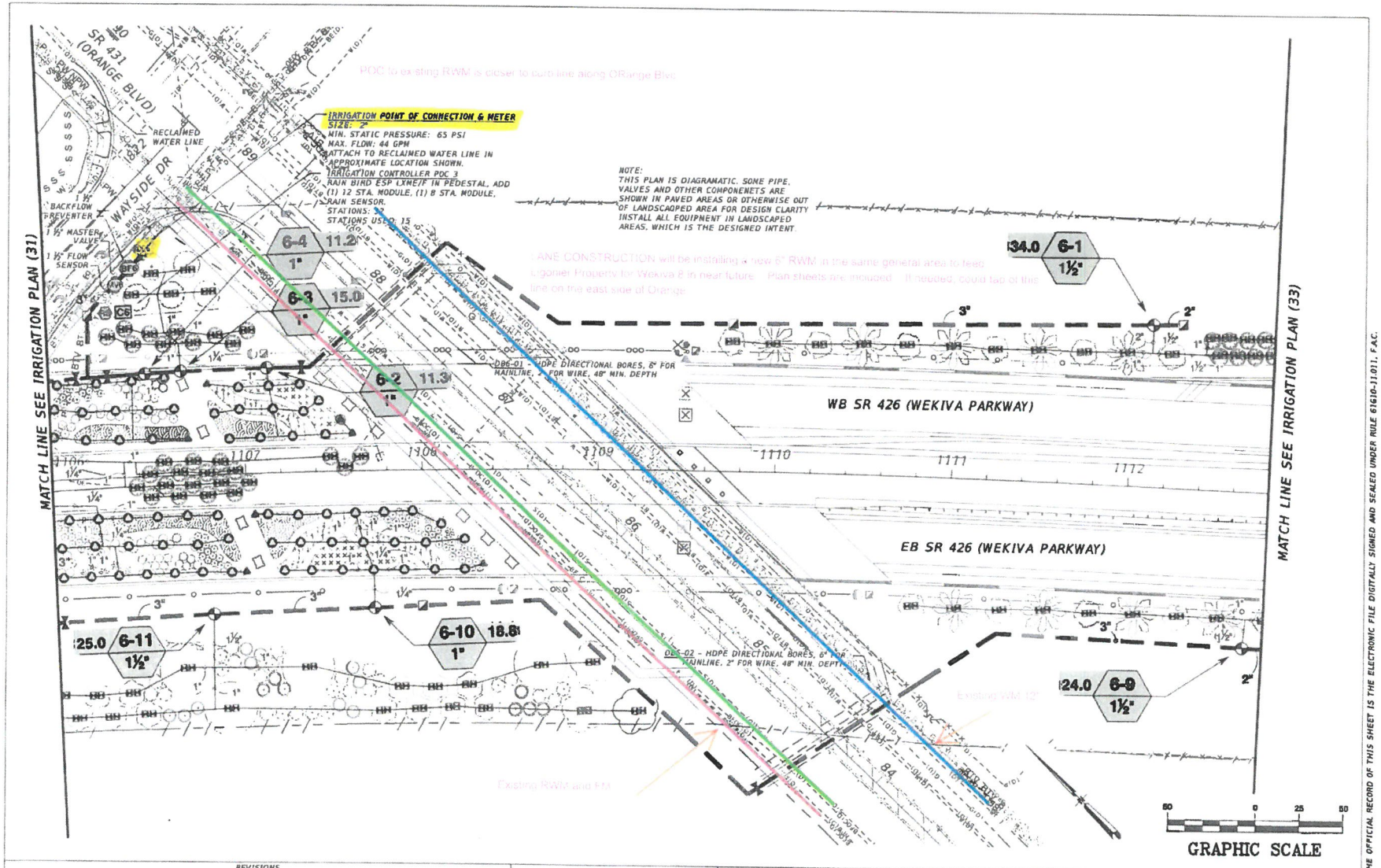
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 429 SR 46	SEMINOLE	437114-7-52-01

IRRIGATION PLAN (29)

SHEET NO. 119

Wednesday, June 01, 2022 4:25pm C:\Users\Mario.Suberi\AppData\Local\Temp\AcPublish_19892\IRRGL001_Wekiva.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Jessica Soleyn, RLA
LA# 6667441
AECOM Technical Services, Inc
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1462

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 429 SR 46	SEMINOLE	437114-7-52-01

IRRIGATION PLAN (32)

SHEET NO. 122

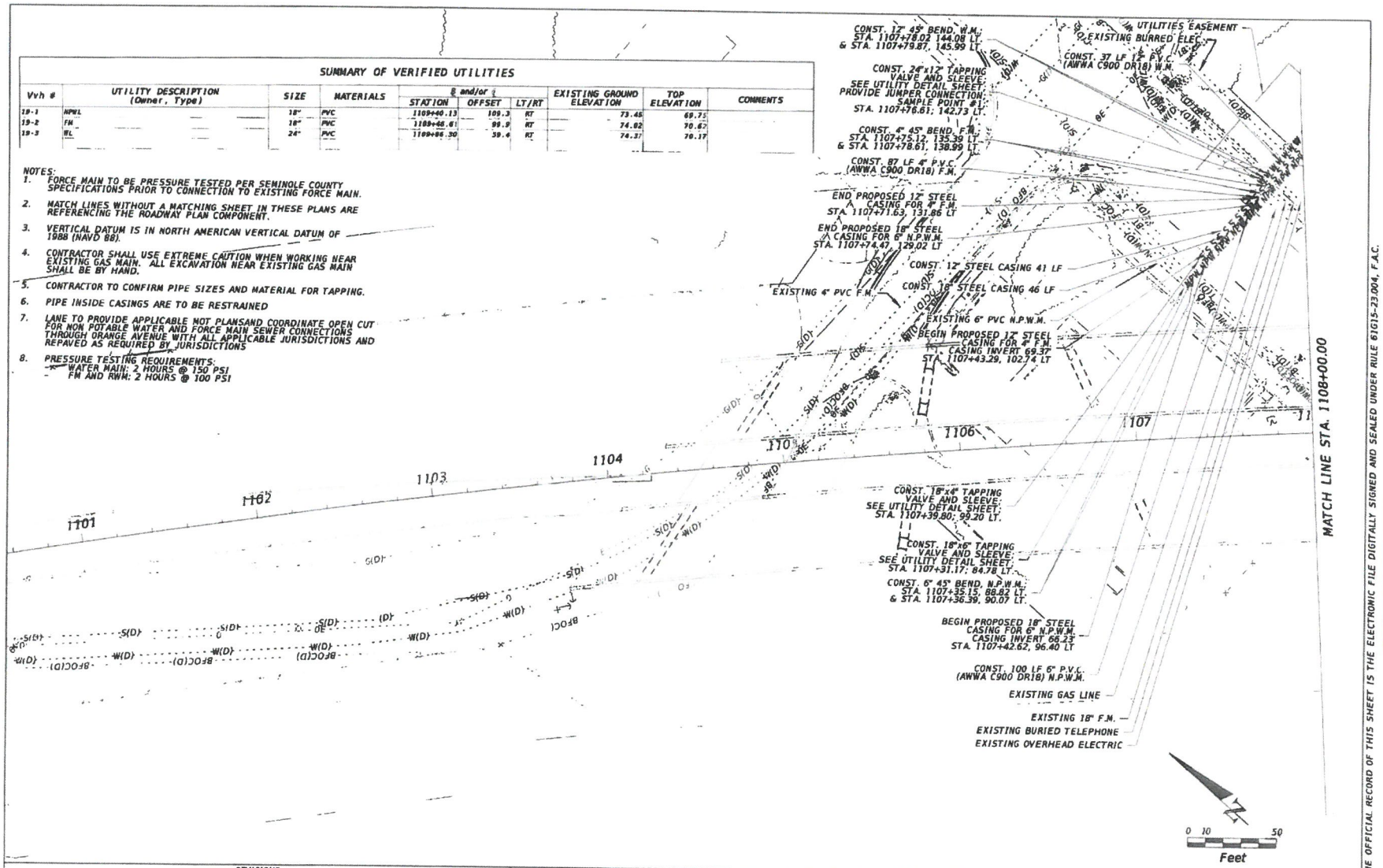
Wednesday, June 01, 2022 4:27pm C:\Users\Malvin.Suberyl\AppData\Local\Temp\AcPublish_19892\IRRGLD01_Wekiva.dwg

SUMMARY OF VERIFIED UTILITIES

Vvh #	UTILITY DESCRIPTION (Owner, Type)	SIZE	MATERIALS	℄ and/or ∥ STATION	OFFSET	LT/RT	EXISTING GROUND ELEVATION	TOP ELEVATION	COMMENTS
19-1	NPWL	18"	PVC	1109+40.13	109.3	RT	73.45	69.75	
19-2	FM	18"	PVC	1108+48.61	99.9	RT	74.82	70.62	
19-3	WL	24"	PVC	1109+96.30	39.4	RT	74.37	70.17	

NOTES:

1. FORCE MAIN TO BE PRESSURE TESTED PER SEMINOLE COUNTY SPECIFICATIONS PRIOR TO CONNECTION TO EXISTING FORCE MAIN.
2. MATCH LINES WITHOUT A MATCHING SHEET IN THESE PLANS ARE REFERENCING THE ROADWAY PLAN COMPONENT.
3. VERTICAL DATUM IS IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
4. CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR EXISTING GAS MAIN. ALL EXCAVATION NEAR EXISTING GAS MAIN SHALL BE BY HAND.
5. CONTRACTOR TO CONFIRM PIPE SIZES AND MATERIAL FOR TAPPING.
6. PIPE INSIDE CASINGS ARE TO BE RESTRAINED
7. LANE TO PROVIDE APPLICABLE MOT PLANSAND COORDINATE OPEN CUT FOR NON POTABLE WATER AND FORCE MAIN SEWER CONNECTIONS THROUGH ORANGE AVENUE WITH ALL APPLICABLE JURISDICTIONS AND REPAVED AS REQUIRED BY JURISDICTIONS
8. PRESSURE TESTING REQUIREMENTS:
   - WATER MAIN: 2 HOURS @ 150 PSI
   - FM AND RWM: 2 HOURS @ 100 PSI



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RELEASED FOR CONSTRUCTION BY MEI HDS DATE 07/07/2021
ON BEHALF OF THE FLORIDA DEPARTMENT OF TRANSPORTATION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DONALD C. BIEGER, JR. P.E.
P.E. LICENSE NUMBER 60857
DRMP, INC.
941 LAKE BALDWIN LANE
ORLANDO, FL 32814
CERTIFICATE OF AUTHORIZATION: 2648

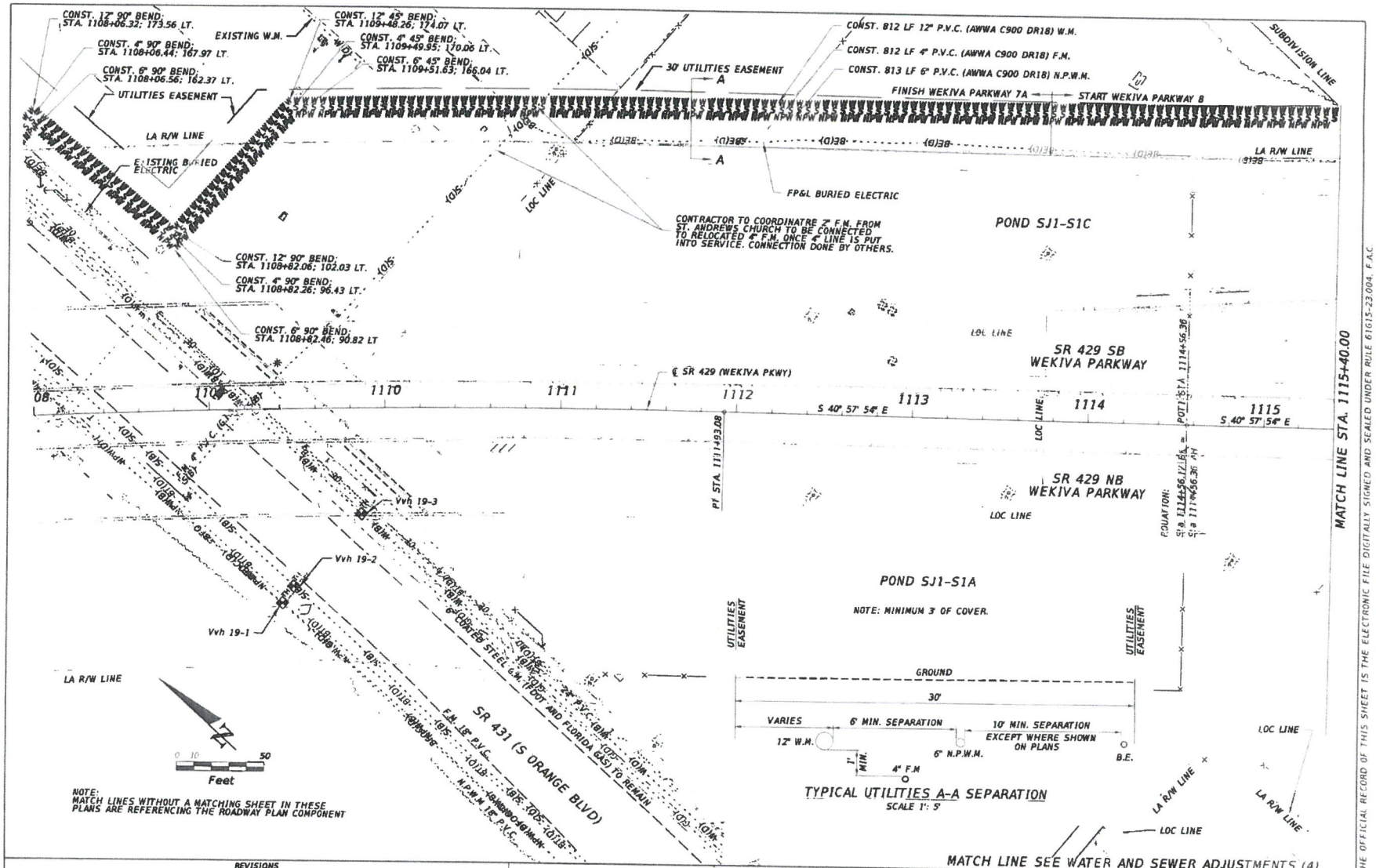
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 429	SEMINOLE	240200-4-52-01

WATER AND SEWER ADJUSTMENTS (1)

SHEET NO. 4

FBrines 6/28/2021 10:46:40 AM P:\FDOT\17-0245.000 Lane D5_Wekiva_Sec_B\34020045201\utils\Ugonlar CAD Files\PLANUW_DRMP_00.dgn



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

RELEASED FOR CONSTRUCTION BY MEI HDS DATE: 07/07/2021
ON BEHALF OF THE FLORIDA DEPARTMENT OF TRANSPORTATION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DONALD C. BIEGER, JR. P.E.
P.E. LICENSE NUMBER 60857
DRMP, INC.
941 LAKE BALDWIN LANE
ORLANDO, FL 32814
CERTIFICATE OF AUTHORIZATION: 2648

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 429	SEMINOLE	240200-4-52-01

WATER AND SEWER ADJUSTMENTS (2)

SHEET NO. 5

FGrimes 6/28/2021 10:46:49 AM P:\FDOT\17-0245.000 Lane_DS_Wekiva_Sec_8\24020045201\utils\Ligonier CAD Files\PLANUW_DRMP 01.dgn

THIS INSTRUMENT PREPARED BY:
DAVID G. SHIELDS
DEPUTY COUNTY ATTORNEY
FOR PUBLIC WORKS AND
ENVIRONMENTAL SERVICES
1101 EAST 1ST STREET
SANFORD, FL 32771
(407) 665-7238

RETURN TO:
ONE STOP PERMIT COORDINATOR
SEMINOLE COUNTY ENVIRONMENTAL SERVICES
BUSINESS OFFICE
500 WEST LAKE MARY BLVD.
SANFORD, FL 32773

CUSTOMER AGREEMENT
FOR RECLAIMED WATER RATES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, whose address is 719 S. Woodland Boulevard, DeLand, Florida 32720, in this Agreement referred to as "FDOT," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

Section 1. **Purpose**. The purpose of this Agreement is to set forth rates for reclaimed water service for the property described in Exhibit "1" (in this Agreement, the "Property") to the attached Exhibit "A," which Exhibit "A" is a FDOT General Use Permit intended for Reclaimed Water Flow, Distribution, Delivery, and Spray Permit, attached to and incorporated in this Agreement by reference (in this Agreement, the "Permit"). FDOT shall execute, grant, and convey the Permit on, over, under, and through the Property to COUNTY in consideration of these rates and in accordance with the applicable provisions of the Florida Administrative Code and the Florida Statutes.

Section 2. **Rate**. The rate provided to FDOT by COUNTY in this Agreement in exchange for the Permit is as follows:

(a) FDOT will be charged an initial rate of EIGHTY-SIX CENTS ($0.86) per thousand gallons of reclaimed water used on the Property. The rates to be charged by COUNTY to FDOT for reclaimed water service on the Property will be those reclaimed water service rates adopted from time to time by the Board of County Commissioners of Seminole County subsequent to the execution of this Agreement.

(b) No other credit, right, concession, adjustment, or consideration other than expressly set forth below is or will be provided to FDOT by COUNTY unless specifically agreed to by the parties in a subsequent agreement of equal dignity with this Agreement.

Section 3. **Term, Change of Rate.**

(a) This Agreement will not become effective until the Permit is executed by FDOT and delivered to COUNTY.

(b) Upon execution of the Permit, the term of this Agreement will be determined pursuant to Paragraph 11 of the Addendum to the Permit.

(c) If during the term of this Agreement, COUNTY proposes any new rate schedule or amended rate schedule applicable to reclaimed water service, COUNTY will not be obligated to notify FDOT.

Section 4. **Parties Bound**. This Agreement is binding upon and inures to the benefit of FDOT and COUNTY, and their successors and assigns.

Section 5. **Governing Law, Jurisdiction, and Venue**. The laws of the State of Florida, consistent with all COUNTY ordinances, 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 6. Entire Agreement and Incorporation by Reference. This Agreement, together with the Permit, and including all documents for the implementation of this Agreement, which includes all permits, engineering design and construction contracts, plans, and specifications for the Utility Facilities as and when approved and filed with COUNTY, together constitute the entire agreement of the parties and expressly supersedes all negotiations, previous agreements, or representations, whether oral or written. This Agreement and the Permit may not be amended in any way whatsoever, except by a writing executed by both parties in a manner equal in dignity to the execution of this Agreement and the Permit, as applicable.

Section 7. Enforcement Costs and Attorney Fees. Each party is responsible for their own respective attorneys' fees and costs in the event any action is filed in relation to this Agreement or the Permit.

Section 8. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

[Balance of this page intentionally blank; signatory page begins on Page 4.]

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

WITNESSES:

Tai Andrews
Signature

Tammie Andrews
Print Name

Jeffrey Oakes
Signature

Jeffrey Oakes
Print Name

Moataz "Mo" Hassan, P.E.

Operations Engineer
Title

9/21/2023
Date

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 21st day of September, 2023 by Mo Hassan, ☒who is personally known to me or ☐who has produced _____ as identification.

Grace Rodriguez
NOTARY PUBLIC
Print Name Grace Rodriguez
Notary Public in and for the County
and State Aforementioned
My commission expires: 12/19/26

GRACE RODRIGUEZ
Notary Public - State of Florida
Commission # HH 342643
My Comm. Expires Dec 19, 2026
Bonded through National Notary Assn.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
AMY LOCKHART, Chairman

Date:_____

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

DGS/sfa
06/13/2023, 08/02/2023, 08/24/2023
Attachment:
Exhibit "A" – General Use Permit

ES.WS-Environmental Services - Water & Sewer\FDOT Wekiva Parkway 7A-7B Reclaimed Water Agreement (ES-21)\FDOT Wekiva Pkwy reclaimed water rate agt.docx

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

GENERAL USE PERMIT

Date: N/A

Permit No.: N/A

Name of Applicant or Authorized Agent: _____

Entity (if applicable): Seminole County Environmental Services Department

(If entity, furnish contact information for responsible representative)

Address: 500 West Lake Mary Boulevard Zip Code: 32773

City/State: Sanford, FL Telephone No.: 407-665-2010

Email Address: _____

Activity / Project Site

County: Seminole State Road: SR-46/429 Section: 77030

From Mile Post: 0.109 to Mile Post: 4.777

Construction Proposed or Underway: Yes ☒ No ☐ FM Project No.: 437114-7-52-01 (437114-8)

Name of Municipality if Work is within Limits: Seminole County

Description of Work Activity: SR-46/429 Wekiva Sect. 7A & 7B Landscape, reclaim water service for irrigation of landscape, and maintenance.

General Provisions

1. Attach any pertinent plans or drawings.
2. Attach notification letters sent to any Utilities both aerial and underground that will be potentially impacted.
3. The designated FDOT Engineer shall be notified 48 hours prior to beginning of work. Contact FDOT Oviedo Operations at (407) 278-2800.
4. All work, materials and equipment shall be subject to inspection and approval by FDOT. Applicants certification of work at completion is required.
5. The permittee shall be responsible to place and display safety devices and proper maintenance of traffic in accordance with the latest version of the Department's Design Standards, index series 600, or an alternative plan signed and sealed by a professional Engineer and attached with the permit.
6. All FDOT property shall be restored to its original condition. Any damage to FDOT property as a result of this work shall be repaired and restored in a manner acceptable to the FDOT at the sole expense of the permittee.

EXHIBIT A

Special Provisions

See attached addendum.

Conditions

1. In the event the permittee fails to meet any of the requirements of this permit by the FDOT, the permitted activity must cease until brought into compliance. If compliance can not be met, then the permit will be rendered void and said work shall be removed from the right of way at no cost to the FDOT.

2. Work shall commence within 1 days of permit approval.
   Work shall be completed by _____
   (Date)

3. The rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of the aforesaid rights and privileges.

Applicant

I hereby agree to comply with all terms and conditions set forth and described in this permit.

Printed or Typed Name and Title	Signature	Date

FDOT

Approved By:

Print Designated Engineer	Signature	Date

Title

ADDENDUM TO RIGHT-OF-WAY PERMIT

The following special conditions apply to this right-of-way permit issued to Permittee (Seminole County, a charter county and political subdivision of the State of Florida):

1. **Definitions**. The following definitions apply to this Addendum:

(a) The term "Property" means the property described in Exhibit "1," attached to and incorporated by reference in this Addendum.

(b) The term "System Area" as used in this Addendum means the area of the Property on which the System is or will be located and the access to the System over the Property and all areas on the Property that are or may be necessary for use by COUNTY to accomplish the intents and purposes expressed in this Addendum.

(b) The terms "irrigation water," "effluent," "reclaimed water," and "reuse water" as used in this Addendum are synonymous.

(c) The term "Spray Area" means any and all pervious areas on the Property remaining subsequent to property development in compliance with all applicable laws, ordinances, rules, and regulations.

2. **Addendum for and Use of the On-site Water Irrigation System.** FDOT shall construct or has constructed an on-site water irrigation system, in this Addendum referred to as the "System," over, under, upon, and through the Property and agrees that COUNTY may use the System to deliver and spray reclaimed water over, under, upon, and through the Property

3. **Effect on Development**. Nothing in this Addendum exempts or may be construed to exempt FDOT from any COUNTY ordinance, policy, or requirement. This Addendum may not be construed as granting, assuring, or indicating any future grant of any development, land use, or zoning approvals, permissions, permits, special exceptions, or rights of any kind or nature with

respect to the Property. COUNTY has made no representations, express or implied to FDOT other than those expressly made in this Addendum, except the terms of any agreements of equal dignity with this Addendum subsequently entered will control over the terms of this Addendum to the extent of any conflict. COUNTY's provision of sewer or water service to FDOT will be contingent on FDOT's continued acceptance and usage of reclaimed water as obligated in this Addendum. If FDOT fails to receive or continue to receive reclaimed water for usage upon the Property, COUNTY may recapture any sewer capacity by ceasing to provide sewer service to the Property or water capacity by ceasing to provide water service to the Property, except that no recapture may occur if the cessation of sewer or water service results from COUNTY's inability to provide such service.

4. Rights Granted. The rights in this Addendum granted by FDOT to COUNTY specifically include, but are not limited to the following: (a) the right for COUNTY to flow, to distribute, to deliver, and to spray reclaimed water over, under, upon, and through the Property in the Spray Area by means of the System and all other rights and privileges reasonably related to the System; (b) the right for COUNTY to increase, to an extent that will not detrimentally and adversely affect the Property, or to decrease the reclaimed water flow level and to change the quality and type of reclaimed water on the condition that the changed water quality meets or exceeds the standards set forth in Paragraph 8 below, and the quality, and type of the System; and (c) the reasonable right of COUNTY to enter upon land of FDOT adjacent to the System Area for the purpose of exercising rights granted in this Addendum, and all other rights and privileges that may be reasonably necessary or convenient for COUNTY's safe and efficient enjoyment and use of the Addendum for the purposes described in this Addendum. FDOT retains all jurisdictional

authority over the Property that is not inconsistent with the rights granted to COUNTY by this Permit and Addendum.

5. **Covenant not to Obstruct**. FDOT hereby covenants and agrees that FDOT will take no action to impugn the integrity of or adversely affect COUNTY's wastewater, water, or reclaimed water systems. FDOT further covenants that the System Area must not be used in a manner whereby the rights granted to COUNTY in this Addendum are directly or indirectly frustrated or adversely impacted.

6. **System**. FDOT covenants and agrees to complete construction and installation of the System on the Property in accordance with Florida Administrative Code Rule 62-610. The point of connection between the System and COUNTY's utility system will be the meter. FDOT shall connect the System to COUNTY's reclaimed water facilities and purchase the meter from COUNTY.

7. **Water Quality, Demand, and Supply**. COUNTY shall deliver reclaimed water that is of a quality consistent with the requirements of "public access" treatment levels as defined in Florida Administrative Code Rule 62-610, as these regulations may be amended from time to time, and in a manner consistent with all applicable federal, state, and local laws and regulations, including, but not limited to, signage and noticing requirements. COUNTY shall monitor chlorine and turbidity levels and otherwise sample the water in accordance with all applicable federal, state, and local laws and regulations. COUNTY shall provide the reclaimed water for use on the Property at a water pressure range of 40-65 pounds per square inch, which may vary, at COUNTY's discretion, based upon operating experience, exigencies, or the needs of the public. FDOT shall provide and maintain any pressure reducing or increasing equipment necessary to operate the System compatible with the pressure provided at the point of connection. Without

implying or expressing any guaranteed daily flow, COUNTY shall provide and FDOT shall accept and use approximately 186,176 gallons per day of reclaimed water for use in the System on the Property based upon an annual average daily flow upon the Property, but acceptance of such average daily flow will be phased as the Property is incrementally developed. FDOT shall utilize on the Property all reclaimed water provided for use in the System. FDOT understands and acknowledges that the daily flow will depend on diverse operating factors associated with COUNTY's operations such as, by way of illustration and not limitation, climatic conditions, regulatory requirements, supply availability, and public health, safety, and welfare requirements as determined by COUNTY. FDOT shall not cause or allow any cross connections of reclaimed water with potable water. FDOT shall provide a positive disconnect from any and all existing well systems or other water supplies that could allow backflow of reclaimed water into ground water, or other potable water sources.

8. **Water Source Priorities**. COUNTY will be the primary source of FDOT's irrigation water requirements, present and future within the System Area. Supplemental sources of irrigation water may be secondarily used, subject to COUNTY approval, when COUNTY is unable to meet FDOT's requirements.

9. **Operation and Maintenance of Irrigation System**. COUNTY shall operate and maintain in good operating condition COUNTY's facilities up to the point of connection to the System. FDOT shall maintain the System in good operating condition on the Property in compliance with applicable federal, state, and local laws, rules, and regulations. If FDOT fails to maintain the System in good operating condition as set forth above, then COUNTY, after thirty (30) days' notice to FDOT and FDOT's continued failure to maintain the System, may at

COUNTY's sole and complete option, terminate this Addendum and cease providing reclaimed water to the Property.

10. Liability.

(a) The provisions of Section 403.135, Florida Statutes, as this statute may be amended from time to time, are incorporated in this Addendum by reference as if fully set forth verbatim. FDOT's liability is limited in accordance with these provisions of statutory law.

(b) All approvals granted by COUNTY under the terms of this Addendum are for the use and benefit of COUNTY only. No review or approval process by COUNTY will relieve FDOT of any liability that may arise from the use of any document or plan approved nor will COUNTY be deemed liable in any way based upon the approval or non-approval of any document or plan. All reviews by COUNTY are solely for the purpose of determining operational acceptability by COUNTY and for no other purpose whatsoever. Nothing in this Addendum may be construed as a waiver, partial or complete, of COUNTY's or FDOT's sovereign immunity. FDOT shall comply with any and all directions from COUNTY pertaining to protection of human or animal health and the environment related to the System and to which the County has the authority to enforce or direct. These directions include, but are not limited to, generally all federal, state, and local laws, rules, and regulations, and specifically, requirements as to signage, labeling as required by law, the prevention of cross connection or any other act or omission that could cause human consumption or any other non-authorized use of reclaimed water, and prevention of the use of reclaimed water for any other purpose besides use in the System. This Addendum may not be construed as conveying any right or interest to any third party who is not a party to this Addendum from either FDOT or COUNTY and is for the benefit of the parties to this Addendum only and their heirs, successors, and assigns.

11. Term. This Permit and Addendum will be perpetual. If for any reason relating to governmental action or permitting, the ability of either FDOT or COUNTY to perform under the Addendum is precluded, then this Addendum will become void and of no effect by result of COUNTY's or FDOT's abandonment of the Addendum. However, FDOT shall perform all acts reasonably necessary to comply with any such governmental action, at COUNTY's request and if such action is a valid exercise of such governmental power. If any costs are associated with such governmental action, COUNTY shall pay such costs. If the Addendum is terminated as a result of governmental action causing an impossibility to comply with permitting requirements, the parties shall negotiate in good faith to enter a new Addendum. The provision of water, sewer, and reclaimed water services are related and are, in fact, the provision of one unified public service. Therefore, if FDOT fails to pay for water, sewer, or reclaimed water services provided by COUNTY, COUNTY may suspend the provision of any and all such services. The parties agree this Addendum will be renegotiated if a comprehensive change in the nature of the use of the Property should occur, which new use would adversely impact the Property's ability to accept reclaimed water.

12. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida, consistent with all COUNTY ordinances, govern the validity, enforcement, and interpretation of this Addendum. The sole jurisdiction and venue for any legal action in connection with this Addendum will be in the courts of Seminole County, Florida.

13. Notice. Whenever either party desires to give notice to the other, it must be provided by written notice, sent by registered United States mail, with return receipt requested to the following addresses, except that the parties shall exchange, in writing, emergency phone numbers for emergency purposes and uses:

As to FDOT:

FDOT Oviedo Operations
2400 Camp Road
Oviedo, Florida 32765
Telephone: 407-278-2800

As to COUNTY:

Director, Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773
Telephone: 407-665-2010

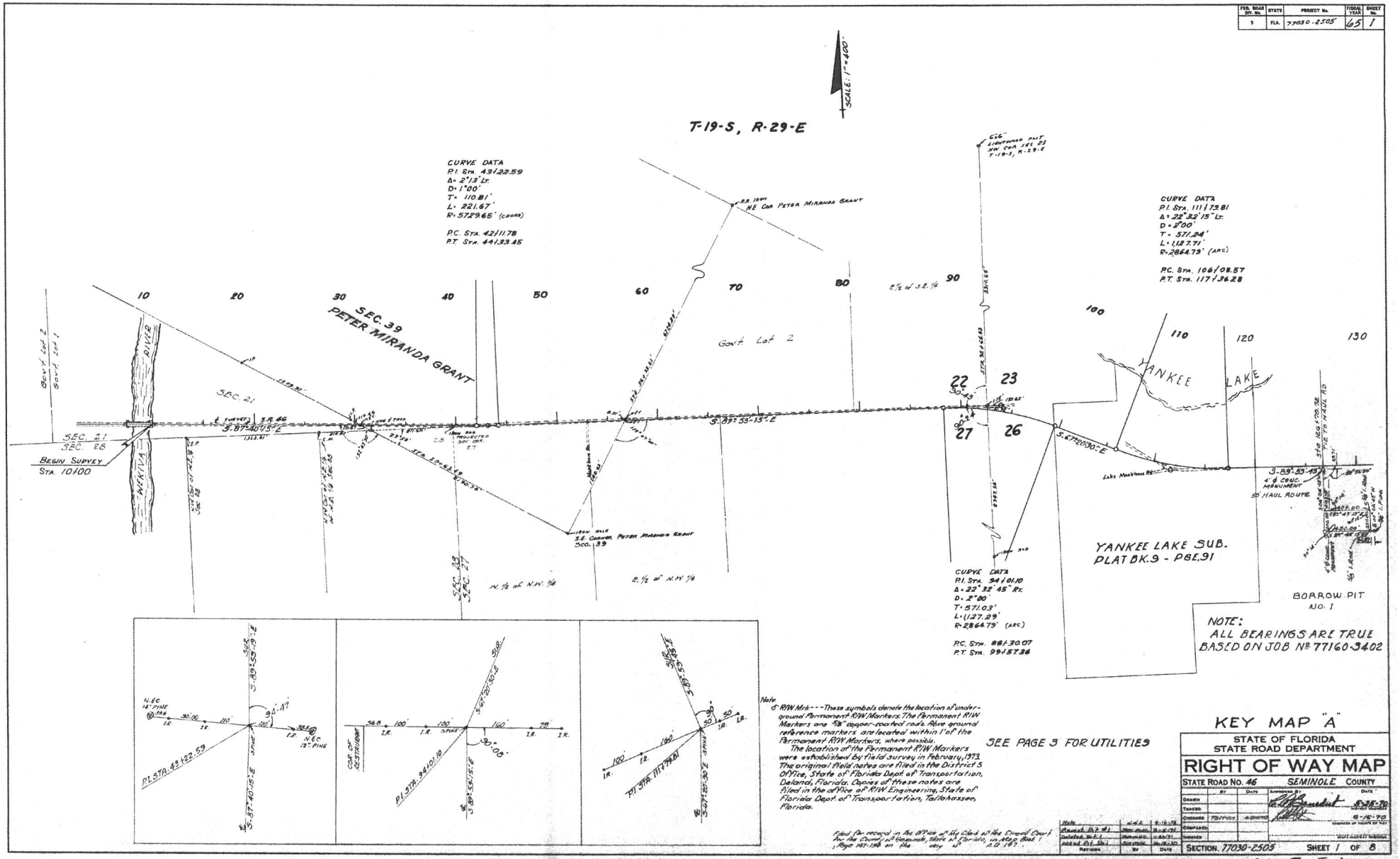
Section 14. Headings and Captions. All headings and captions contained in this Addendum are provided for convenience only, do not constitute a part of this Addendum, and may not be used to define, describe, interpret, or construe any provision of this Addendum.

DGS\sfa
06/01/2023, 08/02/2023

ES.WS - Environmental Services Water & Sewer\FDOT Wekiva Parkway 7A-7B Reclaimed Water Agreement (ES-21)\Addendum to Permit for Wekiva Parkway.docx

EXHIBIT 1

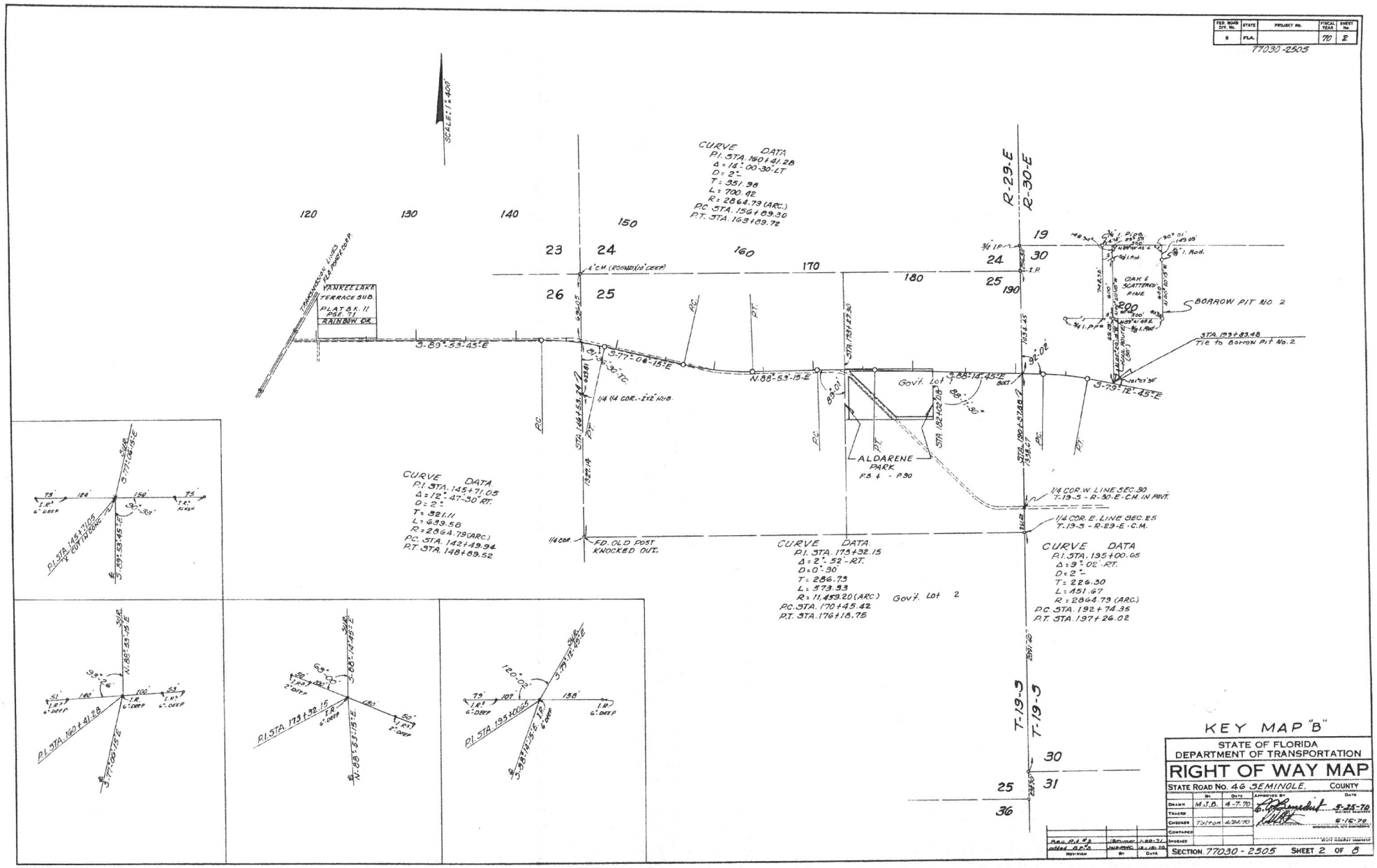
Property Descrip ion: State Road 46, within the FDOT Roadway Right-of-Way from the Wekiva River/County Line to N. Oregon St/Wayside Dr. in Seminole County, Florida as shown on the a tached FDOT Maps.



FED. ROAD DIV. No. 5
STATE FLA.
PROJECT No. 77030-2505
FISCAL YEAR 65
SHEET No. 1
SCALE: 1" = 400'
T-19-S, R-29-E
CURVE DATA
P.I. Sta. 43+22.59
Δ = 2°13' Lt.
D = 1°00'
T = 110.81'
L = 221.67'
R = 5729.65' (chord)
P.C. Sta. 42+11.78
P.T. Sta. 44+33.45
CURVE DATA
P.I. Sta. 111+79.81
Δ = 22°32'15" Lt.
D = 2°00'
T = 571.24'
L = 1,127.71'
R = 2864.79' (arc)
P.C. Sta. 106+08.57
P.T. Sta. 117+36.28
CURVE DATA
P.I. Sta. 94+01.10
Δ = 22°32'45" Rt.
D = 2°00'
T = 571.03'
L = 1,127.29'
R = 2864.79' (arc)
P.C. Sta. 88+30.07
P.T. Sta. 99+57.36
SEC. 39
PETER MIRANDA GRANT
Govt. Lot 2
SEC. 21
SEC. 28
Begin Survey
Sta. 10+00
WEKIVA RIVER
YANKEE LAKE
YANKEE LAKE SUB.
PLAT BK. 9 - PGE. 91
BORROW PIT
NO. 1
NOTE:
ALL BEARINGS ARE TRUE
BASED ON JOB No. 77160-3402
SEE PAGE 3 FOR UTILITIES
Note
R/W Mrk. - - - These symbols denote the location of underground Permanent R/W Markers. The Permanent R/W Markers are 5/8" copper-coated rods. Above ground reference markers are located within 1' of the Permanent R/W Markers, where possible.
The location of the Permanent R/W Markers were established by field survey in February, 1973. The original field notes are filed in the District 5 Office, State of Florida Dept. of Transportation, Deland, Florida. Copies of these notes are filed in the office of R/W Engineering, State of Florida Dept. of Transportation, Tallahassee, Florida.
KEY MAP "A"
STATE OF FLORIDA
STATE ROAD DEPARTMENT
RIGHT OF WAY MAP
STATE ROAD No. 46
SEMINOLE COUNTY
SECTION 77030-2505
SHEET 1 OF 8
FROM WEKIVA RIVER TO I-4
T.J. BILDERBACK
ALIGN. BK. = 626099 &
ALIGN. & RW = 8699.11 (REVISED)

FED. ROAD DIV. No.	STATE	PROJECT No.	FISCAL YEAR	SHEET No.
8	FLA.		70	2

77030-2505



KEY MAP "B"

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

STATE ROAD No. 46 SEMINOLE, COUNTY

	By	Date	Approved By	Date
Drawn	M.J.B.	4-7-70		5-25-70
Traced				6-16-70
Checked	Tolton	4-24-70		
Compared				
Indexed				

SECTION 77030-2505 SHEET 2 OF 8

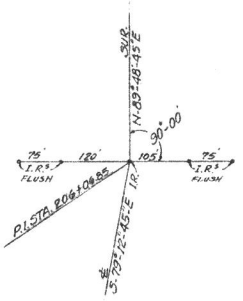
868

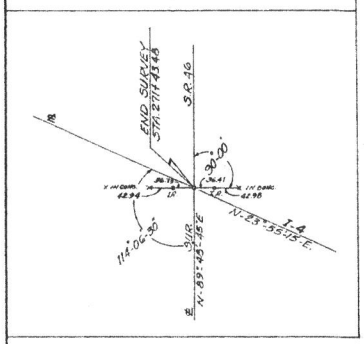
FED. ROAD DIST. NO.	STATE	PROJECT No.	FISCAL YEAR	SHEET No.
3	FLA.		70	3

77030-2505

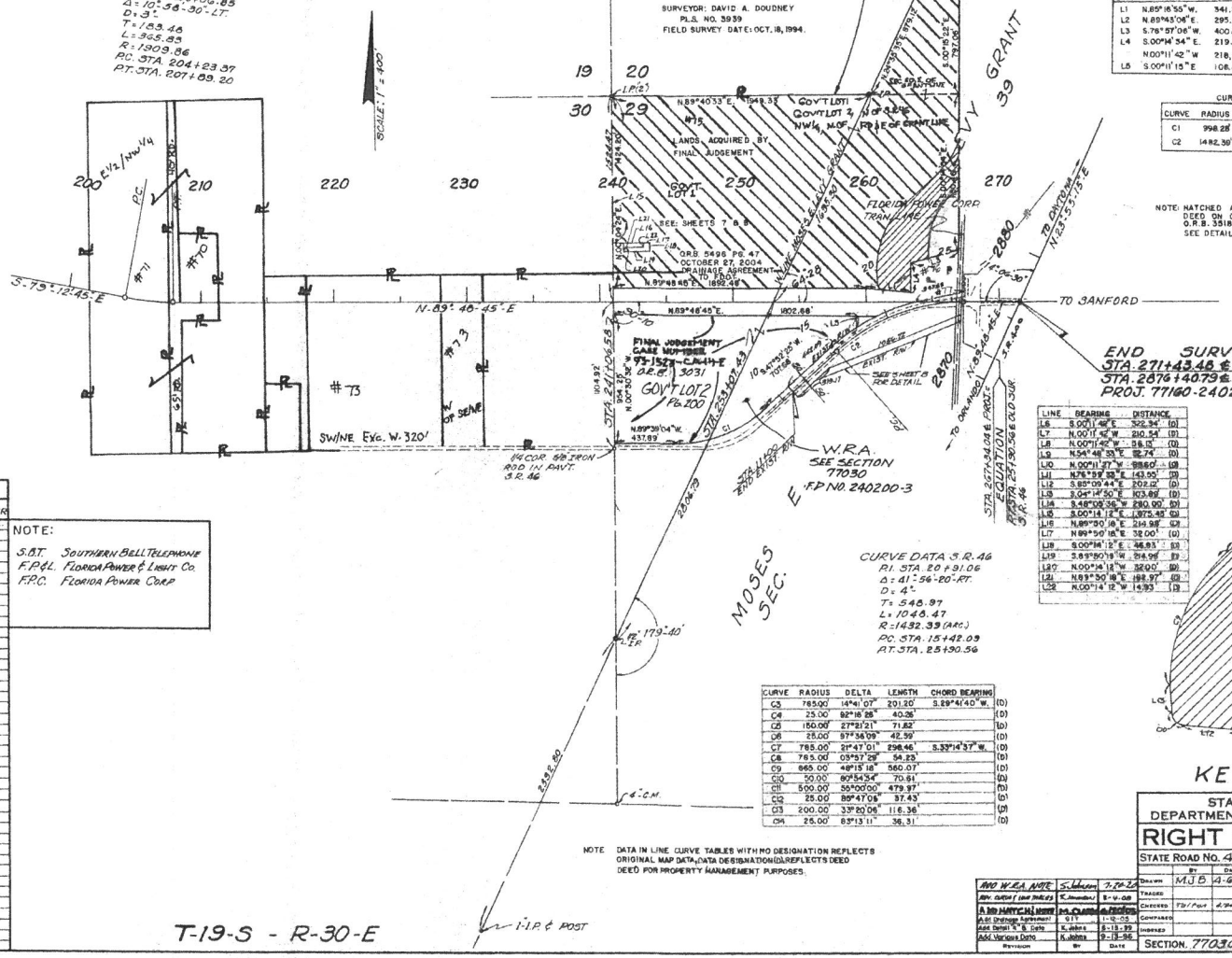
JUNE 1, 2005
NOTE: ADDITIONAL AREAS RELEASED BELOW;
SEE: O.R.B. 3592 PG. 477 (JULY 31, 1997).
O.R.B. 3918 PG. 299 (OCTOBER 19, 1998).
RD.CT WAS GRANTED DRAINAGE EASEMENT AS
DESCRIBED IN: O.R.B. 3376 PG. 266 (FEBRUARY 17, 2004)
O.R.B. 5496 PG. 047 (OCTOBER 27, 2004)
O.R.B. 5229 PG. 1951 (MAY 12, 2005)

DATA SHOWN BELOW WAS BASED ON SURVEYS
BY: DOUDNEY SURVEYORS, INC.
200 EAST COMMERCIAL STREET
SANFORD, FLORIDA 32771
SURVEYOR: DAVID A. DOUDNEY
P.L.S. NO. 3939
FIELD SURVEY DATE: OCT. 18, 1994.





CURVE DATA
P.I. STA. 206+06.85
Δ = 10°-58'-30"-LT.
D = 3°
T = 193.46
L = 365.93
R = 1909.86
P.C. STA. 204+23.37
P.T. STA. 207+89.20



NOTE: HATCHED AREAS RELEASED BY QUITCLAIM DEED ON OCTOBER 19, 1998. O.R.B. 3318, PGS. 0306 - 0308. SEE DETAIL "A"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N.85°16'55" W.	341.23'
L2	N.89°43'08" E.	295.78'
L3	S.76°57'06" W.	400.00'
L4	S.00°14'34" E.	219.92'
	N.00°11'42" W	218.06' (D)
L5	S.00°11'15" E	108.89'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD
C1	998.28'	42°28'33"	740.07'	723.24'
C2	1482.39'	7°42'03"	199.24'	199.09'

LINE	BEARING	DISTANCE	
L6	S.00°11'42" E	322.94'	(D)
L7	N.00°11'42" W	210.54'	(D)
L8	N.00°11'42" W	98.12'	(D)
L9	N.54°48'33" E	82.74'	(D)
L10	N.00°11'27" W	98.60'	(D)
L11	N.76°39'33" E	143.95'	(D)
L12	S.85°09'44" E	202.12'	(D)
L13	S.04°14'50" E	103.82'	(D)
L14	S.48°08'36" W	230.00'	(D)
L15	S.00°14'12" E	375.48'	(D)
L16	N.89°50'18" E	214.98'	(D)
L17	N.89°50'18" E	32.00'	(D)
L18	S.00°14'12" E	46.83'	(D)
L19	S.89°50'18" W	214.98'	(D)
L20	N.00°14'12" W	320.0'	(D)
L21	N.89°50'18" E	198.97'	(D)
L22	N.00°14'12" W	14.93'	(D)

CURVE DATA S.R. 46
P.I. STA. 20+91.06
Δ = 41°-56'-20"-RT.
D = 4°
T = 548.97
L = 1046.47
R = 1432.39 (ARC.)
P.C. STA. 15+42.09
P.T. STA. 25+90.56

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	
C3	785.00'	14°41'07"	201.20'	S.89°41'40" W.	(D)
C4	25.00'	92°18'28"	40.26'		(D)
C5	150.00'	27°21'21"	71.62'		(D)
C6	25.00'	97°38'09"	42.59'		(D)
C7	785.00'	21°47'01"	298.46'	S.33°14'37" W.	(D)
C8	765.00'	03°57'09"	54.23'		(D)
C9	865.00'	48°15'18"	580.07'		(D)
C10	50.00'	80°54'34"	70.61'		(D)
C11	500.00'	55°00'00"	479.97'		(D)
C12	25.00'	85°47'05"	37.43'		(D)
C13	200.00'	33°20'06"	116.36'		(D)
C14	25.00'	83°13'11"	36.31'		(D)

NOTE: DATA IN LINE CURVE TABLES WITH NO DESIGNATION REFLECTS ORIGINAL MAP DATA, DATA DESIGNATION (D) REFLECTS DEED DEED FOR PROPERTY MANAGEMENT PURPOSES.

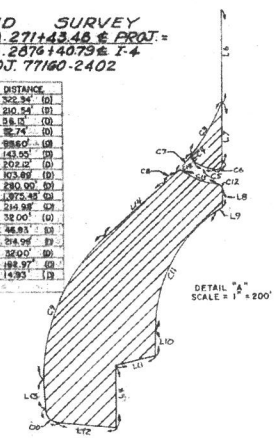
STATION	LT.	RT.	TYPE	OWNER
17+11		32.7	COMB.	SBT, FPL
20+20		32.4	"	"
24+82		31.7	"	"
29+55		32.0	"	"
31+91		31.0	PWR.	FP&L
34+31		32.0	COMB.	SBT, FPL
36+81		31.5	PWR.	FP&L
39+02		31.5	COMB.	SBT, FPL
43+76		34.8	"	"
48+49		34.8	"	"
52+68		35.0	"	"
53+17		78.5	TEL	S.B.T.
56+51		34.4	COMB.	SBT, FPL
62+94		34.0	"	"
66+19		34.3	"	"
68+68		33.7	PWR.	FP&L
71+19		35.9	COMB.	SBT, FPL
76+16.5		36.0	"	"
78+86		36.0	"	"
82+18		36.1	"	"
84+84		35.3	PWR.	FP&L
88+17		34.5	"	"
92+03.5	ON	℄	"	"
94+38	36.5		"	"
103+05	98		"	"
107+44	81.5		"	"
110+81		34.7	"	"
111+71		84.6	"	"
112+98		66.3	"	"
114+80	106.5		"	"
114+96.5		42.5	"	"
116+23		33.7	"	"
116+93	40.8		"	"
117+88	98.1		"	F.P.C.
118+39	84.5		"	"
119+46	112.8		"	"
119+83	31.6		"	F.P.&L.
120+42		34.0	"	"
120+66	36.5		"	"

STATION	LT.	RT.	TYPE	OWNER
123+41.5		34.9	PWR.	F.P.&L.
125+10.4		34.8	"	"
129+86		34.7	"	"
133+89		33.8	"	"
137+88		34.1	"	"
141+50.5		29.2	"	"
142+18	30.7		"	"
145+79		14.6	COMB.	"
148+65		29.6	"	"
152+27		28.5	"	"
155+35		26.9	"	"
158+44		29.9	"	"
160+59	5.60		"	"
161+35	17.2		"	"
163+65	23.6		"	"
163+52		62.2	PWR.	"
165+36	27.7		COMB.	"
168+39	18.3		PWR.	"
168+63	21.5		"	"
170+03	28.0		COMB.	"
172+19	21.0		"	"
173+17		47.4	"	"
173+71	133.6		PWR.	"
181+81		6.3	"	"
182+02	30.7		"	"
188+54	12.5		COMB.	"
190+62	9.2		PWR.	"
191+11	6.0		COMB.	"
207+81	48.0		"	"
267+47		88.0	PWR.	"
269+23	86.7		"	"

NOTE:
S.B.T. SOUTHERN BELL TELEPHONE
F.P.&L. FLORIDA POWER & LIGHT CO.
F.P.C. FLORIDA POWER CORP.

Revision	By	Date
ADD W.R.A. NOTE	S. Johnson	7-20-2
REV. CURVE & LINE TABLES	K. Johnson	8-4-08
A 3RD HATCH WAS REMOVED	M. CLARK	6-16-05
Add Drainage Agreement	GTT	11-12-05
Add Detail "A" & Data	K. Johns	8-13-99
Add Various Data	K. Johns	9-13-96

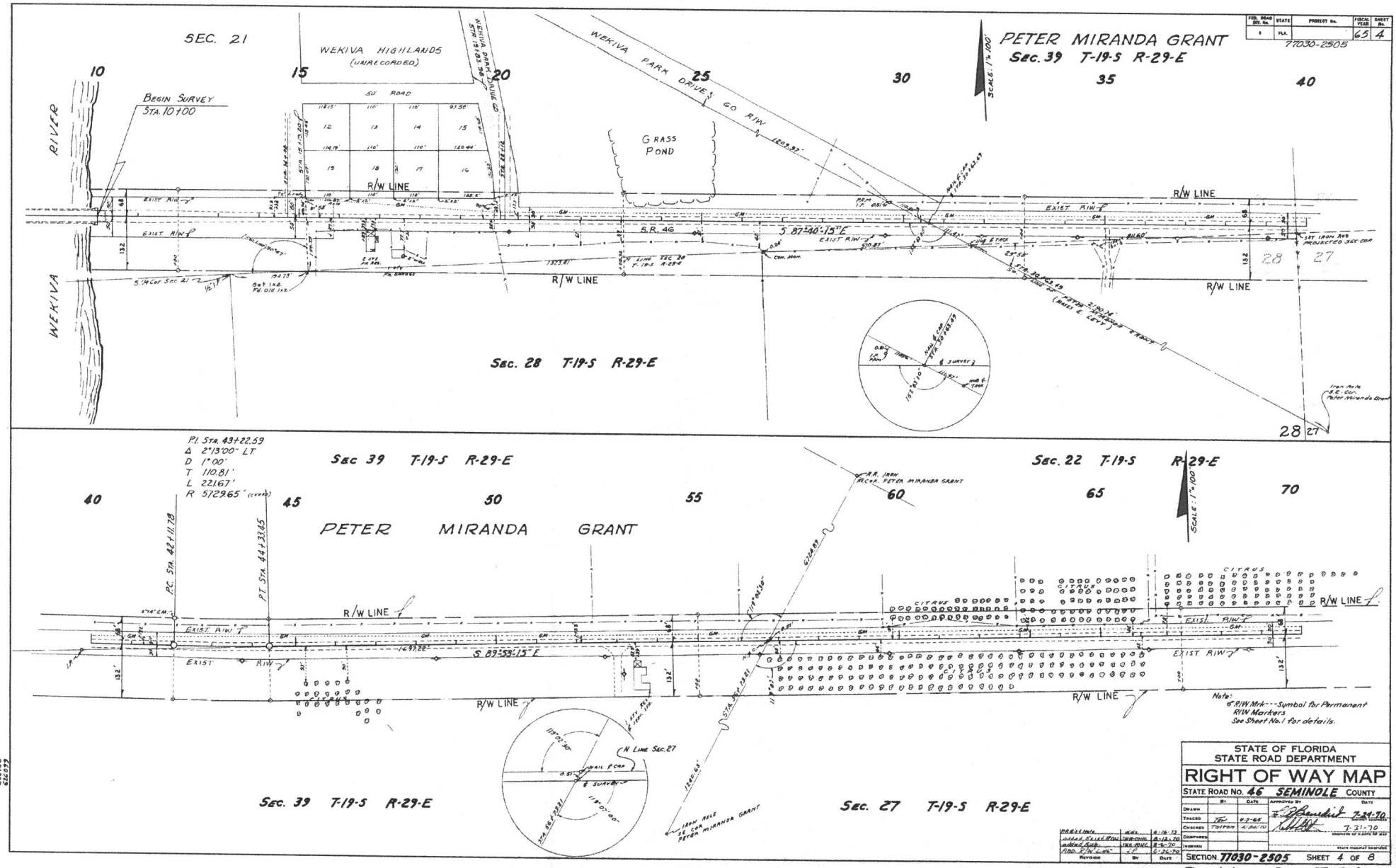
KEY MAP "C"



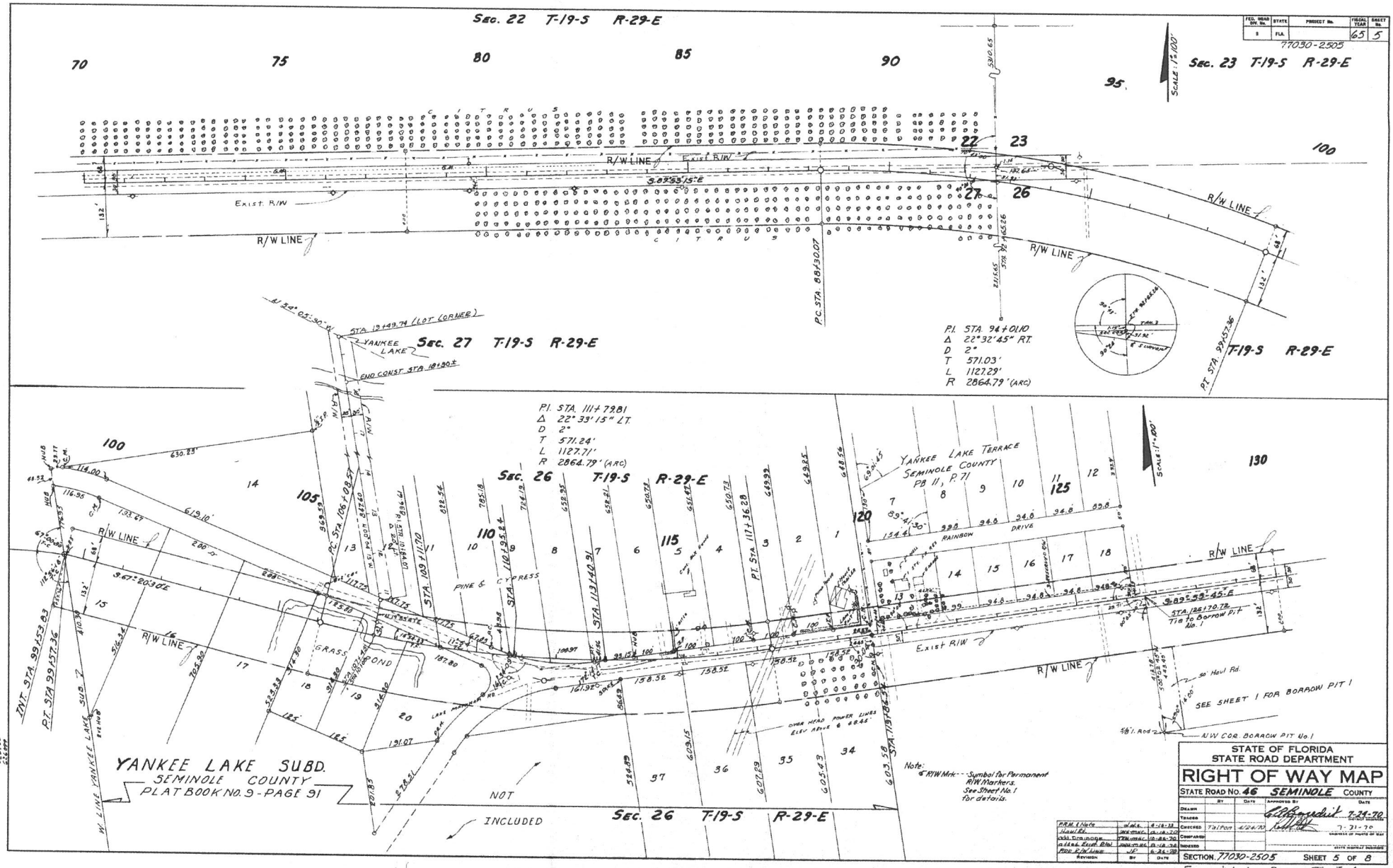
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
STATE ROAD No. 46 SEMINOLE, COUNTY

	By	Date	Approved By	Date
DRAWN	MJB	4-6-70		5-25-7
TRACED				
CHECKED	TB/Pwe	4/24/70		6-16-71
COMPUTED				
INDEXED				

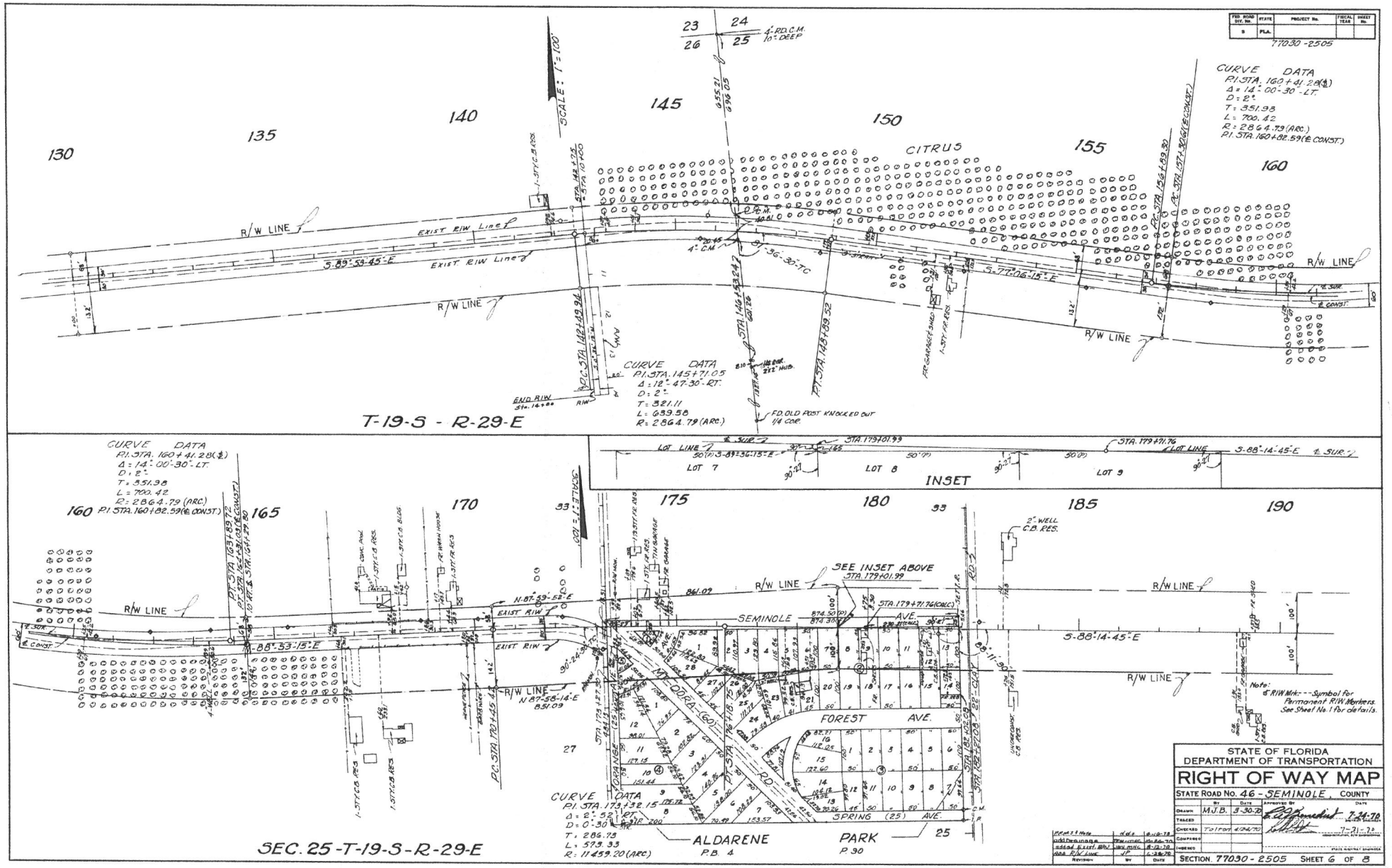
SECTION 77030-2505 SHEET 3 OF 8

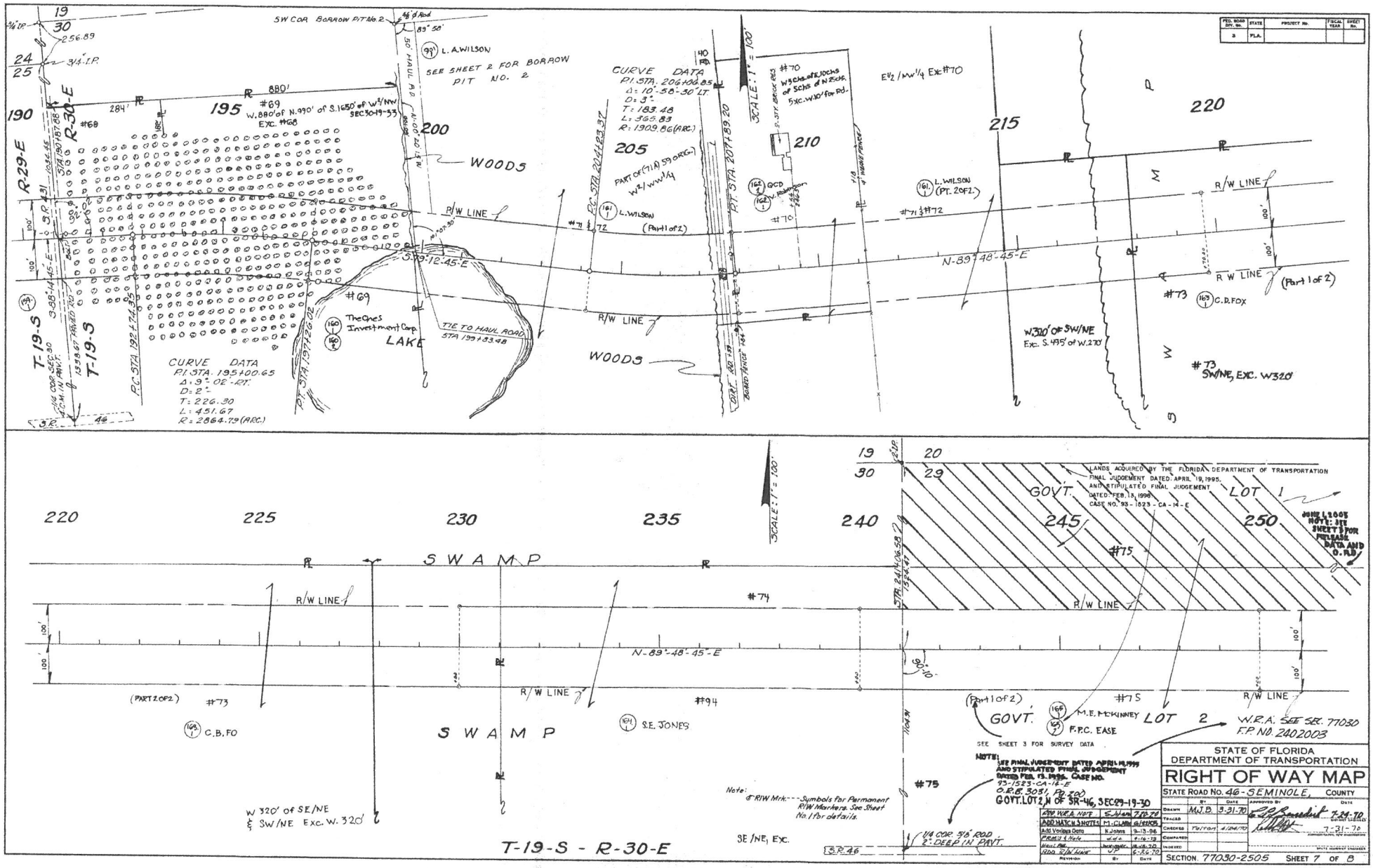

SEC. 21
WEKIVA HIGHLANDS
(UNRECORDED)
BEGIN SURVEY
STA. 10+00
RIVER
WEKIVA
GRASS POND
WEKIVA PARK DRIVE
PETER MIRANDA GRANT
Sec. 39 T-19-S R-29-E
R/W LINE
EXIST. R/W
S 87°40'15" E
Sec. 28 T-19-S R-29-E
Sec. 39 T-19-S R-29-E
Sec. 22 T-19-S R-29-E
PETER MIRANDA GRANT
P.I. STA. 43+22.59
Δ 2°13'00" LT.
D 1°00'
T 110.81'
L 221.67'
R 5729.65'
P.C. STA. 42+11.78
P.T. STA. 44+33.45
S 89°59'15" E
CITRUS
N Line Sec. 27
Sec. 39 T-19-S R-29-E
Sec. 27 T-19-S R-29-E
Note:
R/W Mrk. --- Symbol for Permanent R/W Markers.
See Sheet No. 1 for details.
STATE OF FLORIDA
STATE ROAD DEPARTMENT
RIGHT OF WAY MAP
STATE ROAD NO. 46 SEMINOLE COUNTY
SECTION 77030-2505 SHEET 4 OF 8
FROM WEKIVA RIVER TO I-4

870

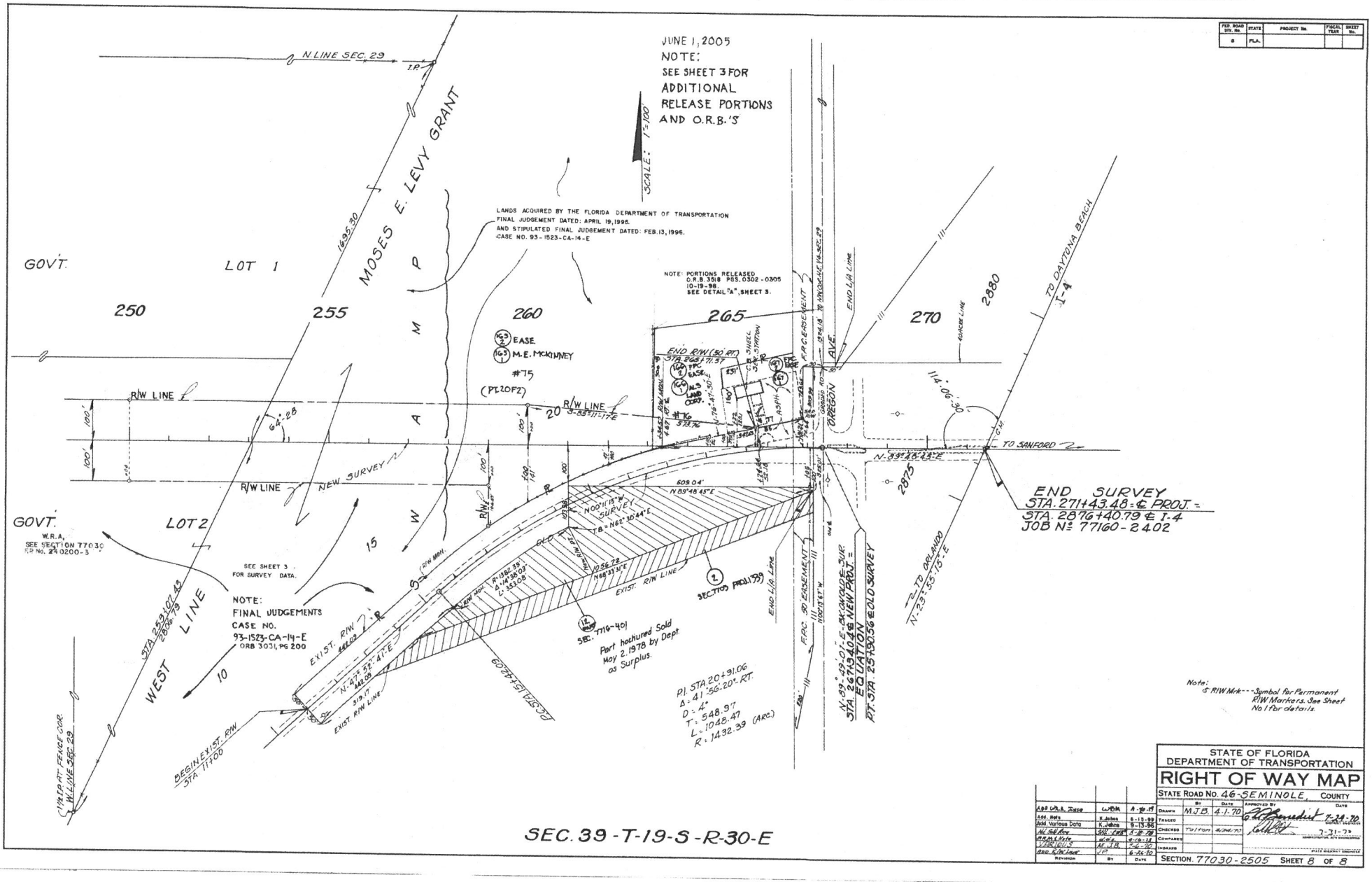


Sec. 22 T-19-S R-29-E
Sec. 23 T-19-S R-29-E
Sec. 27 T-19-S R-29-E
Sec. 26 T-19-S R-29-E
Sec. 26 T-19-S R-29-E
T-19-S R-29-E
R/W LINE
Exist. R/W
P.C. STA. 88+30.07
P.T. STA. 99+57.36
P.I. STA. 94+01.10
Δ 22°32'45" RT.
D 2°
T 571.03'
L 1127.29'
R 2864.79' (ARC)
P.I. STA. 111+79.81
Δ 22°33'15" LT.
D 2°
T 571.24'
L 1127.71'
R 2864.79' (ARC)
YANKEE LAKE TERRACE
SEMINOLE COUNTY
PB 11, P. 71
RAINBOW DRIVE
PINE & CYPRESS
GRASS POND
YANKEE LAKE SUBD.
SEMINOLE COUNTY
PLAT BOOK NO. 9 - PAGE 91
NOT INCLUDED
SEE SHEET 1 FOR BORROW PIT 1
NW COR. BORROW PIT No. 1
Note: R/W Mrk. - Symbol for Permanent R/W Markers. See Sheet No. 1 for details.
STATE OF FLORIDA
STATE ROAD DEPARTMENT
RIGHT OF WAY MAP
STATE ROAD No. 46 SEMINOLE COUNTY
SECTION 77030-2505
SHEET 5 OF 8
FROM WEKIVA RIVER TO I-4


FED. ROAD DIV. No. 9
STATE FLA.
PROJECT No.
FISCAL YEAR
SHEET No.
77030-2505
SCALE: 1" = 100'
130
135
140
145
150
155
160
CITRUS
R/W LINE
EXIST R/W Line
S-89°-59-45"-E
S-77°-06-15"-E
4" C.M.
36-30"-TC
END R/W Sta. 14+00
P.C. STA. 142+89.94
P.I. STA. 145+71.05
P.T. STA. 148+89.52
P.C. STA. 156+89.30
P.T. STA. 157+30.16 (E CONST.)
FD. OLD POST KNOCKED OUT 1/4 COR.
CURVE DATA
P.I. STA. 145+71.05
Δ = 12°-47-30"-RT.
D = 2°
T = 321.11
L = 639.58
R = 2864.79 (ARC.)
CURVE DATA
P.I. STA. 160+41.28 (℄)
Δ = 14°-00'-30"-LT.
D = 2°
T = 351.98
L = 700.42
R = 2864.79 (ARC.)
P.I. STA. 160+82.59 (℄ CONST.)
T-19-S - R-29-E
INSET
LOT LINE
LOT 7
LOT 8
LOT 9
STA. 179+01.99
STA. 179+71.76
S-88°-14-45"-E
℄ SUR.
165
170
175
180
185
190
N-87°-59-52"-E
S-88°-33-15"-E
N-87°-58-14"-E
861.09
SEE INSET ABOVE STA. 179+01.99
SEMINOLE AVE.
FOREST AVE.
SPRING (25) AVE.
ALDARENE PARK
P.B. 4
P. 90
P.I. STA. 179+32.15
Δ = 2°-52'-RT.
D = 0°-30'
T = 286.73
L = 573.33
R = 11459.20 (ARC)
2" WELL C.B. RES.
Note: 6" R/W Mk:- - -Symbol for Permanent R/W Markers. See Sheet No. 1 for details.
SEC. 25-T-19-S-R-29-E
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
STATE ROAD No. 46 - SEMINOLE COUNTY
DRAWN M.J.B. 3-30-78
TRACED
CHECKED T.O'TOOL 4-24-78
COMPARED
INDEXED
APPROVED BY
DATE 7-24-78
7-21-78
STATE HIGHWAY ENGINEER
SECTION 77030-2505 SHEET 6 OF 8
REVISION
BY
DATE



SW COR BORROW PIT No. 2
L. A. WILSON
SEE SHEET 2 FOR BORROW PIT NO. 2
CURVE DATA
P.I. STA. 206+06.85
Δ: 10°-58'-30" LT.
D: 3°
T: 183.48
L: 365.83
R: 1909.86 (ARC.)
#70
W5 chs of E10chs of S chs of N25chs. 5xc. W.10' for Rd.
E½/Mw¼ Exc #70
SCALE: 1" = 100'
WOODS
R/W LINE
N-89°-48'-45"-E
S-79°-12'-45"-E
#69
Theches Investment Corp.
LAKE
TIE TO HAUL ROAD STA 199+83.48
CURVE DATA
P.I. STA. 195+00.65
Δ: 9°-02'-RT.
D: 2°
T: 226.30
L: 451.67
R: 2864.79 (ARC.)
L. WILSON (Part 1 of 2)
L. WILSON (PT. 2 of 2)
QCD
W320' of SW/NE Exc. S.495' of W.270'
#73 SW/NE, EXC. W320'
C.D. FOX
(Part 1 of 2)
T-19-S
R-29-E
R-30-E
SWAMP
LANDS ACQUIRED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION FINAL JUDGEMENT DATED APRIL 19, 1995. AND STIPULATED FINAL JUDGEMENT DATED FEB. 13, 1996 CASE NO. 93-1523-CA-14-E
GOVT. LOT 1
GOVT. LOT 2
#74
#75
#94
#73
C.B. FO
S.E. JONES
M.E. McKINNEY
F.P.C. EASE
W.R.A. SEE SEC. 77030 F.P. NO. 2402003
SEE SHEET 3 FOR SURVEY DATA
NOTE: SEE FINAL JUDGEMENT DATED APRIL 19, 1995 AND STIPULATED FINAL JUDGEMENT DATED FEB. 13, 1996. CASE NO. 93-1523-CA-14-E O.R.B. 3031, Pg. 200
GOVT. LOT 2, N OF SR-46, SEC 29-19-30
W 320' of SE/NE & SW/NE Exc. W. 320'
SE/NE, EXC.
1/4 COR. 5/8" ROD 2" DEEP IN PAVT.
T-19-S - R-30-E
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
STATE ROAD No. 46 - SEMINOLE, COUNTY
SECTION 77030-2505 SHEET 7 OF 8


JUNE 1, 2005
NOTE:
SEE SHEET 3 FOR
ADDITIONAL
RELEASE PORTIONS
AND O.R.B.'S
SCALE: 1"=100'
N. LINE SEC. 29
I.P.
MOSES E. LEVY GRANT
GOV'T.
LOT 1
250
255
260
265
270
2880
2875
LANDS ACQUIRED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION
FINAL JUDGEMENT DATED: APRIL 19, 1996.
AND STIPULATED FINAL JUDGEMENT DATED: FEB. 13, 1996.
CASE NO. 93-1523-CA-14-E
NOTE: PORTIONS RELEASED
O.R.B. 3518 PGS. 0302-0305
10-19-98.
SEE DETAIL "A", SHEET 3.
EASE.
M.E. McKINNEY
#75
(PT 2 OF 2)
R/W LINE
NEW SURVEY
END R/W (50' RT)
STA. 265+71.57
F.P.C. EASEMENT
END L/A LINE
OREGON AVE.
TO DAYTONA BEACH
I-4
TO SANFORD
END SURVEY
STA. 271+43.48 = ℄ PROJ. =
STA. 287+40.79 ℄ I-4
JOB Nº 77160-2402
GOVT.
LOT 2
W.R.A.
SEE SECTION 77030
P.P. No. 24 0200-3
SEE SHEET 3
FOR SURVEY DATA.
NOTE:
FINAL JUDGEMENTS
CASE NO.
93-1523-CA-14-E
ORB 3031, PG 200
WEST LINE
15
10
STA. 253+07.43
2806.79
EXIST. R/W
BEGIN EXIST. R/W
STA. 17+00
N 89°48'43" E
608.04'
N00°11'15" W
SURVEY
T.B. = N62°30'44" E
EXIST. R/W LINE
SEC. 7709 PROJ. 1939
SEC. 7716-401
Part hachured Sold
May 2, 1978 by Dept.
as Surplus.
P.I. STA. 20+91.06
Δ = 41°56'20" RT.
D = 4°
T = 548.97
L = 1048.47
R = 1432.39 (ARC)
N 89°19'01" E EXTENDED SUR.
STA. 27+43.48 ℄ NEW PROJ. =
EQUATION
RT. STA. 29+90.36 ℄ OLD SURVEY
TO ORLANDO
N 23°55'15" E
Note:
S R/W Mk. --- Symbol for Permanent
R/W Markers. See Sheet
No. 1 for details.
SEC. 39-T-19-S-R-30-E
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
STATE ROAD NO. 46-SEMINOLE COUNTY
SECTION 77030-2505 SHEET 8 OF 8

874

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1097

Title:

Review and Authorize the Chairman to execute the FDEP Consent Order District5 - Herr **(Johnny Edwards, Utilities Department Interim Director)**

Division:

Utilities Department

Authorized By:

Johnny Edwards, PE

Contact/Phone Number:

Elisa Williams/407-665-2759

Background:

Seminole County Utilities Department (formerly Environmental Services) was issued a Consent Order (CO) by the Florida Department of Environmental Protection (FDEP) as a result of exceeding the maximum contaminant level (MCL) of 0.080 mg/L in the running annual average of Total Trihalomethanes (TTHMs) at two sample locations in the Northwest Water Distribution System in January and April 2023, with one sample location continuing into July. The annual averages at the two locations ranged from 0.08064 mg/L to 0.0869 mg/L during the subject timeframe. TTHMs are a naturally occurring disinfection byproduct in drinking water.

Operational and process changes have been implemented to remedy the issue and subsequent sampling has demonstrated compliance for TTHMs at all locations. Specifically, all individual TTHM test results were below the MCL in April 2023 and July 2023, and with all results, ranging from 0.032 to 0.056 mg/L, also being below the MCL in the most recent, October 12, 2023 sampling event, the annual average also fell below the MCL at all locations, officially bring the system back into compliance.

The CO requires payment of a $4,500 fine and an administrative fee of $250, or the development of a P2 (pollution prevention) project to offset the $4,500 fine. Staff is working with FDEP to identify a P2 project.

Staff Recommendation:

Staff recommends the Board review and authorize the Chairman to execute the Consent Order.

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	)	IN THE OFFICE OF THE CENTRAL DISTRICT
v.	)	OGC FILE NO. 23-1239
SEMINOLE COUNTY ENVIRONMENTAL SERVICES	)	

CONSENT ORDER

This Consent Order ("Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and Seminole County ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's water resources and to administer and enforce the provisions of the Florida Safe Drinking Water Act, Sections 403.850, et seq., Florida Statutes ("F.S."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Order.

2. Respondent is a person within the meaning of Section 403.852(5), F.S.

3. Respondent is the owner and operator of a Community Water System, Seminole County Northwest, PWS No. 3594107, located at 5651 Lake Gussie Circle, Sanford FL 32792, in Seminole County, Florida ("System").

4. The Department finds that Respondent is in violation of Rule 62-550.310(3), F.A.C, which establishes the maximum contaminant level ("MCL") for total trihalomethanes ("TTHMs") as 0.080 milligrams per liter ("mg/L"). The running annual average results for samples collected from Location 2 at the System on January 11, 2023 and analyzed for TTHMs is 0.0855 mg/L. The running annual average results for samples collected from Location 6 at

the System on January 11, 2023 and analyzed for TTHMs is 0.0838 mg/L. The running annual average results for samples collected from Location 2 at the System on April 14, 2023 and analyzed for TTHMs is 0.0830 mg/L. The running annual average results for samples collected from Location 6 at the System on April 14, 2023 and analyzed for TTHMs is 0.0869 mg/L. The running annual average results for samples collected from Location 6 at the System on July 13, 2023 and analyzed for TTHMs is 0.08064 mg/L. Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

5. Respondent shall comply with the following corrective actions within the stated time periods:

a) Immediately of the effective date of this Order, Respondent shall make operational changes including increasing flushing to lower TTHMs levels.

b) Within 30 days of submission of two (2) consecutive , valid, quarterly DBP samples, if the locational running annual average is above 0.080mg/L for TTHMs, Respondent shall retain the services of a professional engineer, registered in the State of Florida, to evaluate the System and submit an application, along with any required application fees, to the Department for a permit to construct any modifications needed to address the MCL violation(s).

c) If the Department requires additional information, modifications, or specifications to process the permit application described in subparagraph (5)(b), above, the Department will issue a written request for information ("RFI") to Respondent. Respondent shall submit the requested information in writing to the Department within 90 days of receipt of the request. Respondent shall provide all information requested in any additional RFIs issued by the Department within 30 days of receipt of each request. Within 60 days of the Department's receipt of the application described in subparagraph (5)(b), above, Respondent shall provide all information necessary to complete the application.

d) Within 360 days of the effective date of this Order, Respondent shall complete all corrective actions necessary to resolve the MCL exceedances described above. If the Department issues a permit pursuant to subparagraphs (5)(b) and (c), above, within 360 days of the effective date of this Order Respondent shall submit a Certification of Completion,

prepared and sealed by a professional engineer registered in the State of Florida. Respondent shall receive written Department clearance prior to placing the permitted system modifications into service. If a permit is not required to implement the corrective actions required by this paragraph, and none is issued by the Department pursuant to this Order, within 180 days of the effective date of this Order, Respondent shall submit to the Department a written statement attesting to the completion of all required actions.

e) If the approved modifications are determined by the Department to be inadequate to resolve the MCL violation(s), the Department will notify the Respondent in writing. Within 30 days of receipt of such written notification from the Department, Respondent shall submit an alternate proposal to address the MCL violation(s). Respondent shall provide all information requested in any RFIs issued by the Department within 15 days of receipt of each request. Within 60 days of the date the Department receives the proposal required by this subparagraph, Respondent shall provide all information necessary to complete the application for modification.

f) Respondent shall continue to sample quarterly for TTHMs and HAA5s in accordance with Rule 62-550.514(2), F.A.C., until the running annual average is no more than 0.060 mg/L and 0.045 mg/L for TTHMs and HAA5s, respectively, or until the running annual average remains below 0.080 mg/L and 0.060 mg/L, respectively, for four consecutive quarters, at which time Respondent shall return to its regular required monitoring in accordance with Chapter 62-550, F.A.C. Respondent shall submit all sampling results to the Department within 10 days following the month in which the samples were taken or within 10 days following Respondent's receipt of the results, whichever is sooner.

g) Respondent shall continue to issue public notices regarding the MCL violation(s) described above every 90 days, as required by Rule 62-560.410(1), F.A.C., until the Department determines that the System is in compliance with all MCLs. Respondent shall submit certification of delivery of public notices, using DEP Form 62-555.900(22), F.A.C. to the Department within 10 days of issuing each public notice.

(h) Respondent shall continue to calculate the operation evaluation level each quarter after TTHMs analysis results have been received. If the operation evaluation level exceeds 0.080 mg/L the Respondent shall complete Operation Evaluation Report(s), as required by Rule 62-550.822, F.A.C. Respondent shall submit the Operation Evaluation Report(s) to the Department no later than 90 days after being notified of the analytical result.

6. Within **30 days** of the effective date of this Order, Respondent shall pay the Department **$4,750.00** in settlement of the regulatory matters addressed in this Order. This amount includes $4,500.00 for civil penalties and $250.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty in this case includes one violation that each warrant a penalty of $2,000.00 or more.

7. In lieu of making cash payment of $4,750.00 in civil penalties as set forth in Paragraph 6, Respondent may elect to off-set the amount of $4,500 by implementing a Pollution Prevention (P2) Project, which must be approved by the Department. P2 is a process improvement that reduces the amount of pollution that enters the environment; by conserving resource (including water, raw materials, chemicals, and energy) use, or by minimizing waste generation (including domestic and industrial wastewater, solid and hazardous waste, and air emissions). A P2 Project must reduce pollution or waste within the process beyond what is required by federal, state, or local law, in order to be eligible for civil penalty offset under this Order. If Respondent chooses to implement a P2 Project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Order. Within 30 days of the effective date of this Order, Respondent must pay a total of $250.00 for costs and expenses incurred by the Department, during the investigation of this matter, and the preparation and tracking of this Order.

8. If Respondent elects to implement a P2 Project as provided in Paragraph 7, Respondent shall submit a completed P2 Project Plan (Plan) within 30 days of the effective date of this Order. The Plan must be completed using Exhibit A, "P2 Project Plan" template.

9. In the event the Department requires additional information to process the Plan described in Paragraph 8, Respondent shall provide a modified Plan containing the information requested by the Department within 15 days of the date of the request.

10. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to Respondent that the balance is due.

11. Respondent agrees to pay the Department stipulated penalties in the amount of $1000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraph(s) 5 of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment and shall do so as further described in paragraph 12, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 6 of this Order.

12. Respondent shall make all payments required by this Order by check, money order or on-line payment. Check shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: http://www.fldepportal.com/go/pay/. It will take a number of days after this order becomes final, effective and filed with the Clerk of the Department before ability to make online payment is available.

13. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Sharmila Gokool, Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, Florida 32803.

14. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

15. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

16. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify

the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

17. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

18. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

19. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

20. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to $15,000.00 per day per violation, and criminal penalties.

21. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

22. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of

the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

23. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

24. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

a) The name and address of each agency affected and each agency's file or identification number, if known;

b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

c) A statement of when and how the petitioner received notice of the agency decision;

d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

e) A concise statement of the ultimate facts alleged, including the specific facts the

petitioner contends warrant reversal or modification of the agency's proposed action;

f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at 3319 Maguire Blvd, Suite 232, Orlando, Florida 32803. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

22. Rules referenced in this Order are available at http://www.dep.state.fl.us/legal/Rules/rulelist.htm

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____

By:_____
AMY LOCKHART, Chairman

Date:_____

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

----------For Department Use Only----------

DONE AND ORDERED this ___ day of _____, 2023, in _____, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

_____
Aaron Watkins
District Director
Central District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

_____ _____
Clerk Date

Copies furnished to:

Lea Crandall, Agency Clerk
Kim Ornberg, kornberg@seminolecountyfl.gov
Elisa Williams, ewilliams02@seminolecountyfl.gov
Greg Walton, gwalton@seminolecountyfl.gov
Brenda DeMartino,bdemartino@seminolecountyfl.gov
Sharmila Gokool, Central District

PW_CO_DBP

to P2 Project implementation. The Plan must contain the following information.]

Exhibit A

P2 Project Plan (Plan)
(Note: Provide the information specified and delete existing text within parentheses)
(Facility Name)
(Address)
(Telephone)
(Preparer Name/Title)

A. **Project Description**: (Summarize P2 Projects selected. Describe the processes or operations to be modified, and the specific changes to be made. Include details such as the specific equipment to be installed, materials to be substituted, and the actual changes to be made to processes or operations. Include manufacturer or vendor information, and specifications.)

B. **Environmental and Economic Benefits**: (Explain why and how each Project proposed constitutes P2.

Specify how each material, chemical, water and energy is saved, and from which processes or operations. Specify how each solid and hazardous waste, industrial wastewater and air emissions are generated, the waste type, and from which processes or operations. **Describe generally in paragraph format.**

Estimate the *annual* savings in *resources* - raw materials, chemicals, water, and energy at the process or operation front end. Estimate the *annual* reductions in *wastes* - solid and hazardous waste, wastewater, and air emission reductions at the process or operation back end.

Figures quoted should represent weights or volumes annually and should be equalized for production rate changes. Associated cost savings should be included. **Describe specifically using the tables provided.**

Complete the first table for each per Project individually. Add or average corresponding figures from each Project table to complete the Plan table, *for multiple Projects*.)

(Project Name)							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh-**specify**)			Purchasing Cost ($)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							

Materials							
Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons-**specify**)			Disposal Cost ($)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

Summary of All P2 Projects							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh-**specify**)			Purchasing Cost ($)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							
Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons-**specify**)			Disposal Cost ($)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

C. **Project Cost**: (Include per Project the itemized, subtotal and Project total costs. A projected payback period in months or years needs to be included.

Provide a grand total cost for all Projects and an averaged projected payback period, *for*

multiple Projects. **Use list or table format for all**.)

D. **Implementation Schedule:** (Provide a brief discussion of the steps necessary to implement the Projects and expected time frames for completion. A table or list format is preferred. The schedule shall include a list of milestones with dates, or timeframes based on Plan approval date, including Progress and Final Report submittals. Provide a description of any anticipated problems and options. *The implementation should take no longer than* <u>*six months*</u> *to complete.*)

E. **Project Reporting:**

1. Within <u>90</u> days of approval of the Project Plan, the Respondent shall submit a P2 Project Progress Report to the Department that describes the Respondent's progress in implementing the P2 Project and meeting the requirements in the Plan, and includes a list of equipment ordered, purchased, and/or installed.

2. Within <u>180</u> days of approval of the Plan, the Respondent shall submit to the Department a P2 Project Final Report that includes the following.

a. A confirmation that the information presented in Sections A-C of the Summary is unchanged, or an updated version with the sections changed appropriately. A statement that the Project(s) was/were implemented successfully. An explanation of any problems encountered and corrections applied.

b. Attached expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Project.

3. The Department shall review the Final Report and determine:

a. Whether the project was properly implemented; and

b. Which expenses apply toward pollution prevention credits.

4. A $1.00 pollution prevention credit for each $1.00 spent on applicable costs will be applied against the portion of the civil penalty that can be offset.

a. The following costs are allowable to offset the allowable amount of the civil penalty:

i. Preparation of the P2 Project;

ii. Design of the P2 Project;

iii. Installation of equipment for the P2 Project;

iv. Construction of the P2 Project;

v. Testing of the P2 Project;

vi. Training of staff concerning the implementation of the P2 Project; and

vii. Capital equipment needed for the P2 Project.

b. The following costs shall not apply toward P2 credit:

i. Costs incurred in conducting a waste audit;

ii. Maintenance and operation costs involved in implementing the P2 Project;

iii. Monitoring and reporting costs;

iv. Salaries of employees who perform their job duties;

v. Costs expended to bring the facility into compliance with current law, rules and regulations;

vi. Costs associated with a P2 Project that is not implemented;

vii. Costs associated with a P2 Project that has not been approved by the Department; and

viii. Legal costs.

c. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to the Respondent that the balance is due.

5. The Department may terminate the P2 Project at any time during the development or implementation of it, if the Respondent fails to comply with the requirements in this document, act in good faith in preparing and implementing the project, or develop and implement the P2 Project in a timely manner. The Respondent may terminate the P2 Project at any time during its development or implementation.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1195

Title:

Approval by the Board of County Commissioners (BCC) to appropriate from the Sheriff's Office Fiscal Year 2022/23 General Fund Budget closeout: (1) $6,200,725.22 in purchase commitments for items not received by 9/30/2023 and (2) $500,000.00 in budget savings requested to fund a portion of our agency's Mobile Command Vehicle Replacement; and approve and authorize the Chairman to execute a Resolution implementing a Budget Amendment Request (BAR) # 24-009 in the General Fund to transfer $6,700,725.22 from reserves for the re-appropriation of the Sheriff's purchase commitments and Mobile Command Vehicle. (**Lisa Spriggs, Chief of Administrative Services**)

Division:

Sheriff's Office

Authorized By:

Sheriff Dennis Lemma

Contact/Phone Number:

Chief Lisa Spriggs/407-665-6617

Background:

The Sheriff's Office has finalized its financial/budgetary closeout pertaining to FY 2022/23 in accordance with Section 30.50(6), Florida Statutes, which requires all unexpended balances at the end of each fiscal year be refunded to the Board of County Commissioners by October 30, 2023 (i.e. 30 days after the end of the fiscal year). The Sheriff's Office submitted the FY 2022/23 General Fund Budget Closeout and Return of Funds in the amount of $6,906,838.25 payable to the BCC to the Office of the Clerk of the Circuit Court and Comptroller on October 24, 2023.

The Sheriff's Office requests the BCC carryforward and appropriate $6,200,725.22 in FY 2022/23 purchase that were ordered but not received as of September 30, 2023. Net of purchase commitments, we are pleased to return unexpended FY 2022/23 funds in the amount of $706,113.03 and request $500,000.00 be appropriated toward the Mobile Command Vehicle Replacement, which has been partially funded through a

$500,000 grant from the Florida Department of Law Enforcement. The resulting return of General Funds is $206,113.03.

The following table recaps the Closeout of the Sheriff's Office FY 2022/23 General Fund Budget and requests BCC approval to appropriate:

(1) $6,200,725.22 in carryforward of FY 2022/23 purchase commitments not completed as of September 30, 2023, and

(2) $500,000.00 to fund a portion our Mobile Command Vehicle Replacement.

Sheriff's Office FY 2022/23 General Fund Budget Closeout and FY 2023/24 Appropriation Request:	
Return of Sheriff's Office Unexpended Funds	$ 6,746,838.25
Return of Sheriff's Office Budgetary Contingency	160,000.00
Total Return of Sheriff's Office General Fund Budget - Closeout	**$ 6,906,838.25**
Budget Amendment Request to Appropriate Funding FY 2022/23:	
Carryforward funds for purchases not completed by September 30, 2023 (see chart below)	$ 6,200,725.22
Funding for Mobile Command Vehicle Replacement	500,000.00
Total Appropriation Request	**$ 6,700,725.22**
Net Return of Sheriff's Office General Fund Budget FY 2022/23	**$206,113.03**

FY 2022/23 Purchases Not Completed by September 30, 2023	
Vehicles and Vehicle-Related Equipment	$ 4,153,967.10
New Helicopter Build-out (estimated completion mid-November)	1,826,046.32
Technology	130,202.62
Other Equipment/Supplies	90,509.18
Carryforward funds- purchases not completed by September 30, 2023	**$ 6,200,725.22**

General Fund Reserves are currently budgeted at $59.9M.

Staff Recommendation:

Staff recommends that the Board of County Commissioners approve and authorize the Chairman to execute a Resolution implementing a Budget Amendment Request (BAR) # 24-009 in the General Fund to transfer $6,700,725.22 from reserves for the re-

appropriation of the Sheriff's purchase commitments and Mobile Command Vehicle.

2023-R-

BUDGET AMENDMENT REQUEST

BAR# 24-009

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: CONSTITUTIONAL OFFICERS

Fund(s): 00100 GENERAL FUND

RM Recommendation	
W. AVILES	10/25/2023
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:

To re-appropriate funding returend from the Sheriff in FY23. In FY23, the Sheriff will return $6,906,838.25 and has requested to re-appropriate $6,700,725.22 of those funds in FY24 from General Fund Reserves. This will result in a $206,113.03 net return from the Sheriff's Office budget to the General Fund. The transfer of these funds will allocate $6,200,725.22 to fund purchase commitments not completed as of September 30, 2023 and $500,000 to fund a portion of their Mobile Command Vehicle replacement.

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**	**021000**	590963	**03**	TRANSFER SHERIFF		9639999901	6,200,725.22
Expenditure	**00100**	**021000**	590963	**05**	TRANSFER SHERIFF		9639999901	500,000.00
Expenditure								
							Expenditure Sub-Total	6,700,725.22
Reserve	**00100**	**999901**	599998		RESERVE FOR CONTINGENCIES		9989999901	(6,700,725.22)
Reserve								
							Reserve Sub-Total	(6,700,725.22)
							Total Uses	-

BUDGET AMENDMENT RESOLUTION

This Resolution, 2023-R-_____approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida_____as reflected in the minutes of this meeting.

Attest: By:

Grant Maloy, Clerk to the Board of County Commissioners

Amy Lockhart, Chairman

Date:_____ Date:_____

Entered by the Office of Management and Budget _____ Date:_____

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

MEMORANDUM: **Fiscal Services 23-035**

TO: Board of County Commissioners
Darren Gray, County Manager

VIA: Lisa Spriggs, Chief of Administrative Services LHS
Seminole County Sheriff's Office

FROM: Mary B. Hope, Director of Fiscal Services MBH
Seminole County Sheriff's Office

DATE: October 24, 2023

SUBJECT: Sheriff's Office FY 2022/23 Budget Closeout – General Fund

---

In accordance with Section 30.50(6), Florida Statutes, the Sheriff's Office has closed its financial accounts pertaining to FY 2022/23.

The unexpended General Fund balance of $6,906,838.25 is being returned to the Board of County Commissioners (BCC) via a closeout check provided to the Office of the Clerk of the Circuit Court and Comptroller.

A Budget Amendment Request related to the Sheriff's Office FY 2022/23 Closeout and Appropriation will be scheduled on the November 14, 2023, BCC meeting to request approval to appropriate:

(1) $6,200,725.22 in purchase commitments for items not received by 9/30/2023, and
(2) $500,000.00 in budget savings requested to fund a portion of our agency's Mobile Command Vehicle Replacement.

The details of the Closeout and Appropriation request are noted in the chart below:

Sheriff's Office FY 2022/23 General Fund Budget Closeout and FY 2023/24 Appropriation Request:	
Return of Sheriff's Office Unexpended Funds	$ 6,746,838.25
Return of Sheriff's Office Budgetary Contingency	160,000.00
Total Return of Sheriff's Office General Fund Budget - Closeout	**$ 6,906,838.25**
Budget Amendment Request to Appropriate Funding FY 2023/24:	
Carryforward funds for purchases not completed by September 30, 2023 (see chart below)	$ 6,200,725.22
Funding for Mobile Command Vehicle Replacement	500,000.00
Total Appropriation Request	**$ 6,700,725.22**
Net Return of Sheriff's Office General Fund Budget FY 2022/23	**$206,113.03**

FY 2022/23 Purchases Not Completed by September 30, 2023	
Vehicles and Vehicle-Related Equipment	$ 4,153,967.10
New Helicopter Build-out (estimated completion mid-November)	1,826,046.32
Technology	130,202.62
Other Equipment/Supplies	90,509.18
Carryforward funds- purchases not completed by September 30, 2023	**$ 6,200,725.22**

If you have any questions regarding this memo, please contact me at (407) 312-8778 or mhope@seminolesheriff.org.

cc: Sheriff Dennis M. Lemma
Lorie Bailey Brown, County Chief Financial Officer
Timothy Jecks, Director, County Office of Management and Budget
Jenny Spencer, Director, Clerk of the Circuit Court and Comptroller

MEMORANDUM: **Fiscal Services 23-036**

TO: Board of County Commissioners
Darren Gray, County Manager

VIA: Lisa H. Spriggs, Chief of Administrative Services LHS
Seminole County Sheriff's Office

FROM: Mary B. Hope, Director of Fiscal Services MBH
Seminole County Sheriff's Office

DATE: October 24, 2023

SUBJECT: Sheriff's Office FY 2022/23 Budget Closeout – Special Revenue Funds

---

In accordance with Section 30.50(6), Florida Statutes, the Sheriff's Office has closed its financial accounts pertaining to FY 2022/23.

The following Special Revenue Funds are part of our monthly draw from the County. The unexpended Special Revenue Fund balance is being returned to the Board of County Commissioners via a closeout check provided to the Office of the Clerk of the Circuit Court and Comptroller in the amount noted below.

Teen Court Fund	$ 12,855.86
Alcohol/Drug Abuse Fund	0.00
Emergency 911 Fund	0.00
Police Education Fund	19,380.26
Total Returned Special Revenue Budget	**$ 32,236.12**

If you have any questions regarding this memo, please contact me at (407) 312-8778 or mhope@seminolesheriff.org.

cc: Sheriff Dennis M. Lemma
Lorie Bailey Brown, County Chief Financial Officer
Timothy Jecks, Director, County Office of Management and Budget
Jenny Spencer, Director, Clerk of the Circuit Court and Comptroller

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1217

Title:

Expenditure Approval Lists dated October 11, 18, and 25, 2023; and Payroll Approval Lists dated October 12 and 26, 2023. **(Jenny Spencer, CPA, CGFO, and CFE, Director, Comptroller's Office)**

Division:

Clerk of Court

Authorized By:

Jenny Spencer, CPA, CGFO, and CFE, Director

Contact/Phone Number:

Kyla Farrell/407-665-7661

Background:

Detailed reports are attached. Listing of

"Received and Filed" documents is for information only.

Staff Recommendation:

Approve Expenditure Approval Lists dated October 11, 18, and 25, 2023; and Payroll Approval Lists dated October 12 and 26, 2023.

CLERK AND COMPTROLLER'S
REPORT and BRIEFING
November 14, 2023

I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Approve Expenditure Approval Lists dated October 11, 18, and 25, 2023; and Payroll Approval Lists dated October 12 and 26, 2023.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS

A. RECEIVED AND FILED LISTING (For Information Only)

1	Affidavit of Compliance/Samuel Noh/1516 Bear Woods Lane
2	Amdmt #1 to M-4358-22/Singhofen & Associates
3	Amdmt #1 to W.O. #1 to PS-3973-21/Project Mgmt Advisors (PMA)
4	Amdmt #1 to W.O. #42 to PS-1998-18/RES Florida Consulting dba E Sciences
5	Amdmt #1 to W.O. #82 to PS-1832-18/CDM Smith
6	Amdmt #2 to W.O. #14 to PS-4223-22/KMA Design Group
7	Amdmt #2 to W.O. #48 to PS-1822-18/CDM Smith
8	Amdmt #3 to W.O. #30 to PS-1522-17/Tierra
9	Amdmt #3 to W.O. #4 to PS-2826-20/Pegasus Engineering
10	Amdmt #3 to W.O. #9 to RFP-1932-18/Kimley-Horn and Associates
11	Amdmt #4 to W.O. #29 to PS-1522-17/Ardaman & Associates
12	Amdmt #5 to W.O. #42 to PS-1832-18/CDM Smith
13	Approval D.O. #23-30000102/5752 Marble Ct/Walter
14	Approval D.O.s #23-30000070, 1875 Maywood Dr, Lepird/#23-30000077, 2276 King Henrys Ct, Maier/#23-30000078, 2997 Boland Dr, Sanclemente and Castellanos
15	Approval D.O.s #23-30000080, 2348 Green Symphony Pl, Enriquez/#23-30000081, 9709 Bear Lake Rd, Bonilla/#23-30000082, 930 Magnolia Dr, Toy
16	Approval D.O.s #23-30000085, 5522 Cretan Way, Hill/#23-30000087, 2949 Bayhead Run, Patel/#23-30000088, 253 Summerwood Trl, Bearden and Jack
17	Bid (1) for RFP-604279-22 from The Superlative Group
18	Bid (1) for RFP-604586-23 from GovRates, Stantec Consulting Services, and Willdan Financial Services
19	Bids (2) for IFB-604579-23 from SiteOne Landscape and Hancock Farm & Seed
20	Bill of Sale Accepting Water & Wastewater systems for Brentwood Landing (fka Jakubcin Place)
21	Bond Release/Irrevocable Letter of Credit #7656003240-201/$19,360/Longwood Lake Mary Rd ROW/Gracepointe Church of the Nazarene
22	C.O. #1 to W.O. #26 to CC-3563-21/Southland Construction
23	C.O. #18 to DB-2551-19/Wharton-Smith
24	C.O. #2 to CC-4792-23/Dorothy Builds
25	C.O. #2 to CC-5014-23/Dorothy Builds
26	C.O. #6 to CC-3438-20/Youngs Communication
27	C.O. #8 to CC-3501-22/LaFleur Nurseries and Garden Center
28	CC-5051-23 Fire Training Center Shower and Restroom Building Addition/Orange Avenue Enterprises
29	Closeout to W.O. #2 to RFP 3942-21/US Veteran Contractors
30	Closeout to W.O. #22 to CC-3563-22/Carr & Collier

31	County Deed and Donation Agrmt/Disabled Veterans Chapter 30/Parcel #32-19-31-514-0000-0850/Lacy Lane (Approved by the BCC 2/28/2023) icw Reso #2023-R-21/Restrictive Use Covenant Unsigned
32	Denial D.O.s #23-30000079, 9892 Montclair Cir, Lombardo; and #23-30000084, 345 SR 436, Brenchley
33	First Amdmt to HOME Agrmt Program Year 22-23/Resurrection Community Housing Development Organization aka Catholic Charities (As approved by the BCC 08-23-22)
34	First Amdmt to IFB-603515-19/WT Comp Inc.
35	First Amdmt to RFP-604479-22/Climate Control Mechanical Services
36	FPSC Order #PSC-2023-0304-PCO-GU Issued 10/12/23
37	FPSC Order #PSC-2023-0316-PCO-GU Issued 10/20/23
38	HOME Program Agrmt FY 22-23 (3)/Habitat for Humanity/1211 W. 13th Pl./1303 W. 12th St./2220 McCarthy Ave. (As approved by BCC 06-27-2023)
39	IFB-604541-23 Purchase of Standard Utilities Supplies/Ferguson Enterprises
40	IFB-604579-23 Term Contract for Grass Seeds/Siteone Landscape Supply
41	IFB-604607-23 Automotive Batteries/Club Assist U.S.
42	Letter from Killgore, Pearlman, Semanie & Squires, P.A. to County Attorney Latorre/Special Counsel to Sem Co Canvassing Board Agreement
43	Maintenance Bond #CIC1928710/$47,033.12/Brentwood Landing fka Jakubcin Place/Jordan Homes
44	Performance Bond #CIC1904858/$520,254.79/Myrtle Estates-North/Beazer Homes
45	Performance Bond #EACX4030361/$249,661.86/Celery Pointe/M/I Homes of Orlando
46	PS-4968-23 MSA for CEI Services for Construction Projects less than $4 million/Aecom/CDM Smith/Civil Site Engineering/Consor Engineering/Tierra (As approved by the BCC on 08-08-23)
47	Public Officer's Oath/Board of Adjustment/Carmine Bravo
48	Public Officer's Oath/Board of Trustees of Fred R. Wilson Law Library/Esther McKean
49	Public Officer's Oath/Tamara Mackroy/Contract Examiner Board (Corrected)
50	Restrictive Use Covenant/1209 W. 20th St./Habitat for Humanity (As approved by BCC 06-27-2023)
51	Second Amdmt to RFP-604093-21/Luke Transportation Engineering Consultants
52	Third Amdmt to IFB-603441-19/Preferred Materials (Primary)
53	Thirteenth Amdmt to PS-1822-18/Jacobs Engineering Group
54	Tourist Tax Funding Agrmts (2)/USSSA Central Florida Fast Pitch/Attitude is Everything and Success is Earned
55	W.O. #17 to RFP-3750-21/Star Controls
56	W.O. #18 to RFP-3750-21/Revere Control Systems
57	W.O. #27 to CC-3563-21/Cathcart Construction Company
58	W.O. #43 to PS-1988-18/Environmental Science Associates Corp
59	W.O. #6 to RFP-3722-21/The Colinas Group
60	C.O. #7 to CC-3793-21/Hubbard Construction
61	W.O. #7 to RFP-3722-21/The Colinas Group
62	W.O. #83 to PS-1822-18/Jacobs Engineering Group

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 10/5/23 Through 10/11/23

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 3,583,131.49
00103	NATURAL LAND ENDOWMENT FUND	326.25
00109	FLEET REPLACEMENT FUND	317,688.04
10101	TRANSPORTATION TRUST FUND	116,293.39
10400	BUILDING PROGRAM	7,869.22
11000	TOURISM PARKS 1,2,3 CENT FUND	395.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	17,137.84
11200	FIRE PROTECTION FUND	48,412.72
11400	COURT SUPP TECH FEE (ARTV)	7,321.91
11500	1991 INFRASTRUCTURE SALES TAX	9,286.89
11560	2014 INFRASTRUCTURE SALES TAX	787,076.10
11641	PUBLIC WORKS-INTERLOCAL AGREEM	863.11
11901	COMMUNITY DEVELOPMEN BLK GRANT	372,830.21
11904	EMERGENCY SHELTER GRANTS	11,616.25
11905	COMMUNITY SVC BLOCK GRANT	523.95
11908	DISASTER PREPAREDNESS	497.29
11916	PUBLIC WORKS GRANTS	115,435.19
11919	COMMUNITY SVC GRANTS	570.00
11937	AMERICAN RESCUE PLN-SLFRF ARPA	2,798.89
12022	SHIP AFFORDABLE HOUSING 21/22	70.34
12023	SHIP AFFORDABLE HOUSING 22/23	11,584.81
12024	SHIP AFFORDABLE HOUSING 23/24	3,326.00
12101	LAW ENFORCEMENT TST-LOCAL	16,521.11
12500	EMERGENCY 911 FUND	1,734.91
12601	ARTERIAL IMPACT FEE (12-31-21)	270.00
13100	ECONOMIC DEVELOPMENT	2,475.00
15000	MSBU STREET LIGHTING	86,718.95
16010	MSBU CEDAR RIDGE (GRNDS MAINT)	44.35
16080	MSBU E CRYSTAL CHAIN OF LAKES	264.58
22500	SALES TAX BONDS	350.00
32300	FIVE POINTS DEVELOPMENT FUND	45,107.31
40100	WATER AND SEWER FUND	64,516.38
40108	WATER & SEWER CAPITAL IMPROVEM	111,640.45
40201	SOLID WASTE FUND	243,669.62
50100	PROPERTY LIABILITY FUND	790.79
50300	HEALTH INSURANCE FUND	257,336.73
60308	ADULT DRUG COURT	351.74
TOTAL REPORT		$ 6,246,846.81

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
October 11, 2023

CHECK SEQUENCE: CK #953114- #953395 BOCC

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 14th DAY OF NOVEMBER 2023.

_____
Chairman

_____

_____

_____

_____

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 10/12/23 Through 10/18/23

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 2,376,156.73
00103	NATURAL LAND ENDOWMENT FUND	542.50
00108	FACILITIES MAINTENANCE FUND	314,041.58
00109	FLEET REPLACEMENT FUND	11,320.65
00110	ADULT DRUG COURT GRANT FUND	35,657.44
00111	TECHNOLOGY REPLACEMENT FUND	11,609.60
00112	MAJOR PROJECTS FUND	90,837.65
10101	TRANSPORTATION TRUST FUND	213,412.05
10102	NINTH-CENT FUEL TAX FUND	885,433.00
10400	BUILDING PROGRAM	41,603.30
11000	TOURISM PARKS 1,2,3 CENT FUND	73,080.00
11001	TOURISM SPORTS 4 & 6 CENT FUND	3,520.00
11200	FIRE PROTECTION FUND	316,571.00
11400	COURT SUPP TECH FEE (ARTV)	765.74
11500	1991 INFRASTRUCTURE SALES TAX	26,107.50
11541	2001 INFRASTRUCTURE SALES TAX	26,768.59
11560	2014 INFRASTRUCTURE SALES TAX	1,462,531.44
11901	COMMUNITY DEVELOPMEN BLK GRANT	5,167.84
11904	EMERGENCY SHELTER GRANTS	10,582.95
11908	DISASTER PREPAREDNESS	995.00
11909	MOSQUITO CONTROL GRANT	3,503.53
11916	PUBLIC WORKS GRANTS	3,098.95
11919	COMMUNITY SVC GRANTS	55,929.67
11930	RESOURCE MANAGEMENT GRANTS	10,430.60
11931	HOMELESSNESS GRANTS	238.00
11933	FEDERAL MITIGATION GRANTS	11,527.83
11937	AMERICAN RESCUE PLN-SLFRF ARPA	80,369.36
12023	SHIP AFFORDABLE HOUSING 22/23	600.00
12024	SHIP AFFORDABLE HOUSING 23/24	3,077.06
12101	LAW ENFORCEMENT TST-LOCAL	2,500.00
12500	EMERGENCY 911 FUND	4,138.46
12601	ARTERIAL IMPACT FEE (12-31-21)	2,284.88
12804	LIBRARY-IMPACT FEE	32,393.70
13100	ECONOMIC DEVELOPMENT	12,207.77
15000	MSBU STREET LIGHTING	5,648.79
32300	FIVE POINTS DEVELOPMENT FUND	690,622.60
40100	WATER AND SEWER FUND	72,449.51
40108	WATER & SEWER CAPITAL IMPROVEM	12,759.21
40201	SOLID WASTE FUND	141,639.96
40301	WEKIVA GOLF COURSE FUND	4,202.60
50100	PROPERTY LIABILITY FUND	46,587.61
50200	WORKERS COMPENSATION FUND	12,680.84
50300	HEALTH INSURANCE FUND	820,923.49
60308	ADULT DRUG COURT	272.33
TOTAL REPORT		$ 7,936,791.31

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
October 19, 2023

CHECK SEQUENCE: CK #953396- #953782 BOCC

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 14th DAY OF NOVEMBER, 2023.

_____
Chairman

_____

_____

_____

_____

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
For Checks Dated From 10/19/23 Through 10/25/23

FUND	FUND TITLE	AMOUNT
00100	GENERAL FUND	$ 4,282,206.73
00103	NATURAL LAND ENDOWMENT FUND	1,376.25
00108	FACILITIES MAINTENANCE FUND	97,406.90
00110	ADULT DRUG COURT GRANT FUND	19,510.23
00111	TECHNOLOGY REPLACEMENT FUND	62,710.62
00112	MAJOR PROJECTS FUND	130,204.15
10101	TRANSPORTATION TRUST FUND	1,327,019.00
10400	BUILDING PROGRAM	108.50
11000	TOURISM PARKS 1,2,3 CENT FUND	7,536.60
11001	TOURISM SPORTS 4 & 6 CENT FUND	74,613.42
11200	FIRE PROTECTION FUND	74,557.04
11400	COURT SUPP TECH FEE (ARTV)	50,416.77
11541	2001 INFRASTRUCTURE SALES TAX	8,195.46
11560	2014 INFRASTRUCTURE SALES TAX	1,604,678.92
11901	COMMUNITY DEVELOPMEN BLK GRANT	42,828.18
11904	EMERGENCY SHELTER GRANTS	8,799.40
11905	COMMUNITY SVC BLOCK GRANT	1,370.00
11908	DISASTER PREPAREDNESS	2,305.76
11909	MOSQUITO CONTROL GRANT	540.00
11916	PUBLIC WORKS GRANTS	710,074.96
11919	COMMUNITY SVC GRANTS	217.00
11920	NEIGHBOR STABIL PROGRAM GRANT	148,980.37
11925	DCF REINVESTMENT GRANT FUND	17,247.78
11930	RESOURCE MANAGEMENT GRANTS	684.00
11937	AMERICAN RESCUE PLN-SLFRF ARPA	1,284,646.57
12022	SHIP AFFORDABLE HOUSING 21/22	16,503.00
12023	SHIP AFFORDABLE HOUSING 22/23	2,266.31
12024	SHIP AFFORDABLE HOUSING 23/24	2,635.41
12103	LAW ENFORCEMENT TST-FEDERAL	85,187.00
12500	EMERGENCY 911 FUND	527.21
12804	LIBRARY-IMPACT FEE	2,758.96
15000	MSBU STREET LIGHTING	54,164.61
32300	FIVE POINTS DEVELOPMENT FUND	191,438.98
40100	WATER AND SEWER FUND	182,105.62
40108	WATER & SEWER CAPITAL IMPROVEM	165,906.72
40201	SOLID WASTE FUND	287,591.60
50100	PROPERTY LIABILITY FUND	15,527.80
50300	HEALTH INSURANCE FUND	120,190.22
60308	ADULT DRUG COURT	572.67
TOTAL REPORT		$ 11,085,610.72

COUNTY COMMISSION - SEMINOLE
BOCC Expenditure Approval List
October 25, 2023

CHECK SEQUENCE: CK #953783- #954071 BOCC

THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 14 DAY OF November, 2023.

_____
Chairman

_____

_____

_____

_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 10/12/2023
Biweekly Payroll Ending: 10/07/2023

Check Numbers**: 162277-162284**
Voided Check Number:

Net Expenditure Total: **$3,161,746.68**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 14th day of November 2023.

_____
Chairman

_____

_____

_____

_____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYROLL APPROVAL LIST

As of Pay Date: 10/26/2023
Biweekly Payroll Ending: 10/21/2023

Check Numbers**: 162285-162292**
Voided Check Number:

Net Expenditure Total: **$3,187,105.51**

This payroll is approved by the Board of County Commissioners of Seminole County Florida, this 14 day of November 2023.

_____
Chairman

_____

_____

_____

_____

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1214

Title:

Approve and authorize the chairman to sign the Jobs Growth Incentive (JGI) Funding Agreement with ExamRoom.AI Corp. for the creation of one-hundred sixty-two (162) new Seminole County jobs providing Local Financial Support (LFS) of $1,000 per job, for a total of $162,000 (ExamRoom.AI Corp). District4 - Lockhart **(Guilherme Cunha, Economic Development Administrator)**

Division:

County Manager Office - Economic Development

Authorized By:

Andrea Wesser-Brawner, Chief Strategy and Innovation Officer

Contact/Phone Number:

Guilherme Cunha/407-665-2901

Motion/Recommendation:

1. Approve and authorize the chairman to sign the Jobs Growth Incentive Funding Agreement between ExamRoom.AI Corp. and Seminole County, providing an incentive of $1,000 per job, for a total Seminole County Local Financial Support of $162,000, for the creation of one hundred sixty-two (162) new jobs; or

2. Deny approval of the Jobs Growth Incentive Funding Agreement between ExamRoom.AI Corp. and Seminole County, providing an incentive of $1,000 per job, for a total Seminole County Local Financial Support of $162,000, for the creation of one hundred sixty-two (162) new jobs; or

3. Continue this item until a time and date certain.

Background:

ExamRoom.AI Corp. is a web-based AI proctoring platform delivering and developing

assessments for clients worldwide. ExamRoom.AI Corp. currently employs 378 people worldwide, with only 4 of those in Florida. They intend to establish their global HQ in Seminole County, relocating staff from various locations to Seminole, working at a physical office in Lake Mary. The other option would be in Orange County or to remain at the current location.

This project proposes the creation of a minimum of one hundred sixty-two (162) new, high-value jobs with an average annual wage of $88,586.48, which is 153% of the County's average annual wage of $57,624, as listed in the State of Florida Incentive Average Wage Requirements which became effective on January 1, 2023.

The job creation schedule is as follows:

- 35 new jobs by December 31, 2024
- 32 new jobs by December 31, 2025
- 32 new jobs by December 31, 2026
- 32 new jobs by December 31, 2027
- 31 new jobs by December 31, 2028

ExamRoom.AI Corp. is pursuing a Jobs Growth Incentive (JGI) in the amount of $1,000 per job, which would result in a total incentive award in the amount of $162,000 for the 162 newly created jobs.

This project also involves a capital investment of $1,593,522, which includes $1,383,522 in lease and leasehold improvements, along with $210,000 in equipment.

The conditions that will apply for this award are as follows:

- The creation of one hundred sixty-two (162) new jobs by December 31, 2028;
- An average annual wage of $88,568.48 for the new positions created;
- Payments will not be initiated until jobs have been vested for a period of two years for each phase; and
- A capital investment of at least $1,593,522.

This project is located within the City of Lake Mary, however, the City of Lake Mary has declined to participate.

If awarded by the Board of County Commissioners, $162,000 would be allocated from the General Fund Reserves.

Staff Recommendation:

Staff recommends that the Board approve the Jobs Growth Incentive Funding

Agreement between ExamRoom.AI Corp. and Seminole County, providing an incentive of $1,000 per job, for a total Local Financial Support of $162,000 for the creation of one hundred sixty-two (162) new jobs.

ECONOMIC DEVELOPMENT PROJECT OVERVIEW		
COMPANY		
Name:	ExamRoom.AI	
Industry:	Educational Support Services	
Description:	ExamRoom.AI is a web-based AI proctoring platform delivering and developing assessments for clients worldwide. The business currently employs 378 people worldwide, with only 4 of those in Florida. They intend to establish their global HQ in Seminole county, relocating staff from various locations to Seminole, working at a physical office in Lake Mary. The other option would be in Orange County or remain as currently.	
Location:	One Plus Corp. Corporation	Trust Center 1209 Orange St Wilmington, DE 19801
Direct Local Competitors:	N/A. No similar companies in the region to the best of our knowledge.	
Type of Project:	Relocation / Corporate HQ	
Number of New Jobs:	250 Total	Requesting incentive for 162 of those jobs in the administration and software development departments
Type of Jobs:	Engineers, test developers, project managers, business analysts, administration, center manager, trainers	
Average Annual Wage:	$74,605.22 for all jobs	$88,586.48 for the incentivized jobs
Capital Investment:	$1,593,522	$1,383,522 in lease and leasehold improvements $210,000 in TP equipment
Type of Incentive:	JGI	
State Participation:	N/A	
County Participation:	100%	
City Participation:	0%	
Total LFS:	$1,000 per job	Potential Award $162,000
ROI		
County GF Only	20.9 Years	
County + City	7.2 Years	
Countywide	7.2 Years	
OTHER		
Project Competition:	Escambia County	Delaware
OEP Contact:	Jack Bojinov	
City Contact:	Bryan Nipe	
Meetings with Applicant:	8/8/2023	
Timeline:	Quick decision, to begin in October 2023. Submitted LPI request	

JOBS GROWTH INCENTIVE TRUST FUND

TABLE OF CONTENTS

INTRODUCTION

JOBS GROWTH INCENTIVE OVERVIEW

JOBS GROWTH INCENTIVE APPLICATION

INTRODUCTION

Creating high-wage jobs for Seminole County is essential to Seminole County's future prosperity. Through strategic partnerships, business development services, business retention and expansion programs and professional and technical outreach, County leadership has continued to foster a business climate that cultivates quality development.

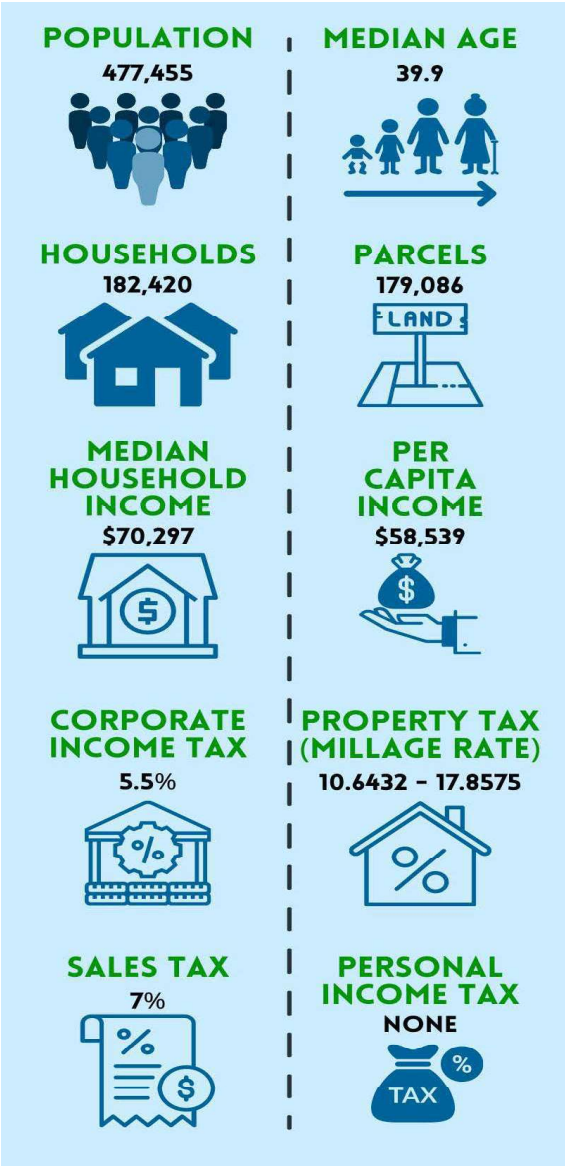
Industry growth in Seminole has taken several forms. The County is home to corporate headquarters such as American Automobile Association (AAA), Mitsubishi Power Systems, Scholastic Book Fairs, and leading private employers including Deloitte Consulting, Verizon, Chase, BNY Mellon Bank, and Convergys.

Seminole County is uniquely positioned to offer a variety of connectivity options, including access to major roadways such as I-4, SR 417, Florida Turnpike, and I-95. The Orlando Sanford International Airport (SFB), which recently completed a $60 million expansion project. Nearly 3 million passengers travel through SFB to-and-from more than 80 -and growing- non-stop destinations. CSX rail runs throughout the County and offers access to multimodal transportation such as the expanding SunRail network.

Though Seminole is the third smallest county geographically in the state, it is home to diverse group of seven cities (Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, and Winter Springs). Each possesses unique appeal and a commitment to economic growth mixed with a devotion to maintaining the local culture. Additionally, with 23 major colleges and universities within a 50-mile radius, Seminole is home to a diverse and well-trained workforce; 43% of County residents have a degree.

Seminole County Economic Development manages various business development incentives in partnership with Seminole's constituent cities, the Orlando Economic Partnership, and Enterprise Florida, including the Jobs Growth Incentive Fund (JGI). In partnership with organizations such as Seminole State College Center for Economic Development, Prospera, and the UCF-Winter Springs Incubator, more than 4,500 clients, 296 business start-ups, and 1,750 jobs were created or retained.

For more information, visit www.seminolecountyfl.gov or contact Irma Stenman at 407-665-2908 or Esteban Saldarriaga at 407-665-2909.



Infographic Data Sources: U.S. Decennial Census 2020, U.S. Census 2019 American Community Survey, Florida Legislature Office of Economic and Demographic Research: Seminole County report Nov. 2022, Seminole County Property Appraiser, U.S. Tax Foundation

JOBS GROWTH INCENTIVE OVERVIEW

This document contains an overview of the Seminole County Jobs Growth Incentive Trust Fund program (JGI) and program application. The JGI is a tool designed to both attract new businesses to Seminole County and support existing businesses with expansion opportunities. Program support is aimed at specific target industries that are beneficial to the citizens of Seminole County.

Jobs Growth Incentive funds can be used for any legitimate business expenses pertaining to a new location or expansion of a target industry or business. Expenses that are eligible for award include: impact and permit fees, relocation costs, equipment purchases, land acquisition, building construction, loan interest pay down, leasehold improvements or any other legitimate business expense as determined by the Board of County Commissioners.

The Jobs Growth Incentive Fund provides monetary incentives for eligible target industries:

MANUFACTURING
CORPORATE HEADQUARTERS
RESEARCH & DEVELOPMENT
GLOBAL LOGISTICS

CLEAN TECHNOLOGY	LIFE SCIENCES	INFORMATION TECHNOLOGY	AVIATION/ AEROSPACE	HOMELAND SECURITY/ DEFENSE	FINANCIAL/ PROFESSIONAL SERVICES
Biomass & Biofuels Processing	Biotechnology	Modeling, Simulation & Training	Aircraft & Aircraft Parts Manufacturing	Optical Instruments	**FINANCIAL SERVICES:**
Energy Equipment Manufacturing	Pharmaceuticals	Optics & Phototonics	Maintenance Repair & Overhaul of Aircrafts	Navigation Aids	Banking
Energy Storage Technologies	**MEDICAL DEVICES:**	Digital Media	Flight Simulator Training	Ammunition	Insurance
Photovoltaic	Laboratory & Surgical Instruments	Software	**AEROSPACE:**	Electronics	Securities & Investments
Environmental Consulting	Diagnostic Testing	Electronics	Space Vehicles & Guided Missile Manufacturing	**TRANSPORTATION**	**PROFESSIONAL SERVICES:**
Sustainable Building Products			Satellite Communications	Military Vehicles	Corporate Headquarters
			Space Technologies	Shipbuilding & Repair	Engineering
			Launch Operations	**TECHNOLOGY:**	Legal
				Computer Systems Design	Accounting
				Simulation & Training	Consulting

EMERGING TECHNOLOGIES	OTHER MANUFACTURING
Cloud IT	Food & Beverage
Marine Sciences	Automotive & Marine
Materials Science	Plastics & Rubber
Nanotechnology	Machine Tooling

CRITERIA AND APPLICATION

A company must apply to Seminole County Economic Development prior to making a decision to locate or expand in Seminole County. Final decisions made on applications are based on available information provided at that time. Changes to application content must be made in writing to Seminole County Economic Development.

In order to qualify for consideration under the program, the applicant must:

- *Submit the official JGI application provided by Seminole County Economic Development before making a decision to locate or expand in Seminole County;*
- *Demonstrate that the incentive will make a material difference in the company's decision to locate or expand within the County;*
- *Pay an average annual wage that is at least 100% of the Seminole County Average Annual Wage (AAW). Current AAW is $57,624;*
- *Wage requirement is determined by Florida Department of Economic Opportunity, Labor Market Statistics Center, Quarterly Census of Employment and Wages Program, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics;*
- *Requirements are effective January 1 of each calendar year. All incentive applications received on or after January 1 will be subject to wage requirements for that calendar year. Incentive applications processed prior to January 1 will utilize AAW applicable at time of submission.*

Refer to the below table for additional criteria:

CRITERIA	NEW/EXPANDING BUSINESSES
Considered a target industry	See graphic
Number or net new, permanent, full-time Seminole County jobs	10 or 10% (whichever is greater)
Average annual wage per job	100% of County's AAW: $57,624
Capital Investment	New Construction Build-to-Suit Lease payments are considered but preference is given to new construction.
Development-related activities cannot commence prior to Board of County Commission approval	Including, but not limited to: new construction work, expansion work, posting/interviewing/ hiring new positions
Job creation and retention schedule	Jobs must be created within two (2) years of award and must be retained during a two (2) year period from the date of job creation and hire
Relocation within the State of Florida	Companies relocating within the State will be considered on a case-by-case basis

CRITERIA AND APPLICATION (CONTINUED)

Lease payments-section 218.17 (j.)-The County will consider lease payments as a measure for capital investment. A long-term lease represents the company's commitment to the site and the facility which would not have been created had the company not selected that area.

Seminole County Economic Development will shepherd businesses and communities through the application process, ensuring that the company and community understand what is required for a complete, effective application.

Seminole County Economic Development submits the application and relevant documentation for Seminole County Board of County Commission approval, who make the final decision on the project.

AWARD

- $1,000 per job for businesses paying at least 100% of the Average Annual Wage.
- Businesses that fall within a high impact sector or pay 200% of the Average Annual Wage, may be eligible for $2,000 per job. Awards of this nature will be considered on a case-by-case basis.

If a company is approved to receive an award they must:

- Enter into an Agreement with Seminole County outlining project specifics and details including capital investment and job creation;
- Provide annual documentation for up to five years. Reports include: number or jobs created and maintained, capital investment status, and the average annual salary of new employees.

SEMINOLE COUNTY ECONOMIC DEVELOPMENT

SEMINOLE COUNTY JOBS GROWTH INCENTIVE TRUST FUND APPLICATION

1. SIGNATURE

The undersigned person hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this Application, that he or she will read this Application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this Application, and all information submitted in connection herewith, shall be complete and accurate and shall contain no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief .

Signature: Amanda

Date: 09/12/2023

Title: General Secretary & Treasurer

Printed Name: Amanda Jayakeerthi

Company Name: ExamRoom.AI Corp

2. BUSINESS INFORMATION

A. Legal Name of the Applicant:

ExamRoom.AI Corp

B. Please provide contact information for the applicant:

Name: Amanda Jayakeerthi

Title: General Secretary & Treasurer

Telephone Number: 917-543-4608

Email Address: amanda@examroom.ai

Street Address: 31349 Westward Ho Ave

City, State, Zip Code, Country: Sorrento, FL 32776

C. Name of Parent Company (If Applicable)

City, State/Province, Country

D. List each *Principal Executive Officer, director (or any person who performs a similar function regardless of title*, e.g., a manager of a limited liability company or a general partner of a limited partnership) of the *Applicant and the Ultimate Parent Company* (if applicable), and *any person or entity that Controls the Applicant*. Attach additional sheets if necessary.

Name *First, Middle Initial, Last*	Title or Position	Percent of Ownership *If Greater than 50%*
Parshant Kumar	Chief Executive Officer	
Vinod Jayakeerthi	President (if different than CEO)	75%
Bharath Sagar	Chief Operating Officer	
	Chief Financial Officer	
Stoel Rivers- Laurie Huotari	Chief Legal Officer/ General Counsel	
Amanda Jayakeerthi- General Secretary & Treasurer	Director (i.e., member of the board of directors if a corp.) or Manager (i.e., member of the board of managers if an LLC)	
Aaronissa Alleyne	Director (i.e., member of the board of directors if a corp.) or Manager (i.e., member of the board of managers if an LLC)	
Brittany Lytle	Director (i.e., member of the board of directors if a corp.) or Manager (i.e., member of the board of managers if an LLC)	
	Equity Owner (if greater than 50%)	

E. Applicant's Federal Employer Identification Number:

(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.) 86-1470963

F. Applicant's Reemployment Assistance Number:

(Formerly Unemployment Number) 3770121

G. Applicant's Florida Sales Tax Registration Number:

(If Applicable)

H. Last day of Applicant's fiscal year:

(e.g., December 31, September 30, etc.) December 31

I. Total number of employees *(on a Full-Time Equivalent Job Basis)* who are currently employed by the Ultimate Parent Company and its Subsidiaries *(including the Applicant)* in Florida: 4

J. Total number of employees (on a Full-Time Equivalent Job Basis) who are currently employed by the Ultimate Parent Company and its Subsidiaries (including the Applicant) worldwide: 378

K. Is the applicant a small business (i.e., is the aggregate net worth of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) **less than** $5,000,000 **or** does the Applicant have a Small Business Administration 8(a) certification)?:

☐ Yes ☒ No

L. **Business Description:** Briefly describe your business including major product lines, current location and levels of operation, divisions and subsidiaries, growth characteristics and any other pertinent information. Please note if this is a new business to Seminole County or an existing local business expansion:

We do not provide physical goods, only remotetesting services

We develop and deliver assesments for our clients (government, state, profit, and non-profit organizations) whereby we also provide remote proctoring services, registry, and other EdTech services for licensing and credentialing for our clients. We currently have operations globally in India, Serbia, Brazil, and Nigeria. Our location in PA will be relocated to Florida. We also work with AI and machine learning.

This will be a new business location in Seminole County.

3. PROJECT OVERVIEW

A. Which of the following best describes the Applicant?:

☒ New Business to Florida
☐ Existing Florida Business Relocating to Seminole and Creating Jobs
☐ New Business to Seminole
☐ Existing Seminole Business Expanding and Creating Jobs

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other Florida locations in connection with the Project (on a Full-Time Equivalent Job Basis), please indicate the number of employees being transferred and from which Florida county?

1, Escambia County

C. Please describe the Project, including the specific business activities and functions of the Project:

ExamRoom.AI is a web based AI proctoring platform we deliver and develop assesments for clients worldwide.This project is to house our international HQ in Seminole County. onsite staff is required for clients that request US based functions

D. What is the anticipated commencement date of the Project?

September 2023

E. Breakdown of the Project's primary business activity(ies)/job functions and the corresponding wages:

Applicants Activities	6 Digit NAICS Code(s)	Project Function *(Totaling 100%)*	Average Annualized Wage *($)*
EdTech Services (testing, remote proctoring)	611710	100 %	$ 74,605.00
		%	$
		%	$
		%	$
		%	$
		%	$

F. Please provide the permanent location of the project:

1025 Greenwood Blvd, Lake Mary FL 32746

Street Address *City, State, Zip Code*

G. Will the Project be located in a current or proposed Brownfield Area? ☐ Yes ☒ No

If yes, does the proposed site have a Brownfield Site Rehabilitation Agreement in place or are you pursuing one? ☐ Yes ☐ No

If yes, please note the site number:

Will the project be located in a designated Rural Area of Opportunity? ☐ Yes ☒ No

If yes, which area?

Will the project be located in an Urban Area? ☒ Yes ☐ No

If yes, please describe:

Our desired location would be in or near an urban area for ease of access for commuting and every day ease of use for public transportation, retail and hospitality.

H. Which of the following best describes the location of the Project?

- [ ] Regional Headquarters
- [ ] National Headquarters
- [x] International Headquarters
- [ ] Not Applicable

If it is a Regional Headquarters, what region?

I. Please provide an estimate of the percentage of goods or services from the Project that will be sold or delivered to customers outside of Florida: 97 %,

If necessary, please explain:
We do not provide physical goods, only testing services for clients that are global. We have 1 Florida based client currently

4. JOB & WAGE OVERVIEW

A. How many new-to-Florida Full-Time Equivalent Jobs are projected to be *created* as part of the Project? 250

B. If the Applicant operates in Seminole County, how many of the Applicant's Full-Time Equivalent Jobs in Seminole County would have otherwise moved to another state are projected to be *retained* as part of the Project?

C. What is the projected annualized average wage (excluding benefits) of the *retained* Full-Time Equivalent Jobs in Seminole County listed in Section 4(B) above (if any)? $

D. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Florida jobs created as part of the Project? $ 74, 605.00

E. What is the projected annualized average cost to the Applicant of benefits for each Full-Time Equivalent Job created and retained as part of the Project? $ $21,000

F. Please list the benefits that are included in the above calculation (e.g., health insurance, matching 401(k) contributions, etc.)? Health Insurance, 401k, PTO,

G. Does the applicant contract with a third-party company to provide payroll services? [x] Yes [ ] No

H. Breakdown of New Jobs by Type/Number/Salary:

Job Type	Job Title and Description of Duties	Number of New Jobs	Average Annual Base Salary
Executive/Administration	HR, psycomatrition, patent attorney,	6	$ 131,950
Management/Professional	Dir. Program coordination, program mgr, ops mgr, SDM logistics manager, Dir. customer service, content manager, shift manager, project manager, product manager, security sup client relations manager, business analyst.	32	$70,280
Technical	Egineers/Developers, technical documentation specialists Develop, code and audit web applications and proprietary technologies	117	$92,000
Administrative/Support	Corporate trainer, associate trainer executive assistant	7	$78, 050
Service	Operations specialists, program specialists, operations QA	88	$48,867
Trades			
Other			

Job Creation Schedule	*Calendar Year 1*	*Calendar Year 2*	*Calendar Year 3*	*Calendar Year 4*	*Calendar Year 5*
Total new jobs per year:	58	56	51	46	39

5. CAPITAL INVESTMENT OVERVIEW

A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.):

Our capital investment includes leasing of the property acquiring of computers, hardware and software, additional furniture and stationary items

B. Identify whether the Project will be located in a/an:

- [X] Build-to-Suit leased space
- [ ] Newly constructed building(s) on newly acquired land
- [ ] Newly constructed building(s) on previously acquired land
- [ ] Newly acquired existing building(s) with renovations
- [ ] Addition to previously acquired existing building(s)
- [ ] Other (please describe in 5A above)

C. List the projected capital investment to be made *in* Florida in connection with the Project (by type and year):

Calendar Year:	2023	2024	2025	2026	2027	*Total*
Land or Building Purchase	$ 169,411	$ 169,411	$ 169,411	$ 338,822	$ 338,822	$1,185,877
Construction / Renovations	$	$	$	$	$	$
Manufacturing Equipment	$	$	$	$	$	$
R&D Equipment	$	$	$	$	$	$
Other Equipment (computer equipment, office furniture, etc.)	$ 30,000	$ 30,000	$ 30,000	$ 60,000	$ 60,000	$ 210,000
Total Capital Investment	$ 199,411	$ 199,411	$ 199,411	$ 398,822	$ 398,822	$1,395,877

D. List the projected capital investment to be made *outside* of Florida, for equipment that will be located at the Project location in connection with the Project (by type and year):

Calendar Year:						*Total*
Manufacturing Equipment	$	$	$	$	$	$
R&D Equipment	$	$	$	$	$	$
Other Equipment (computer equipment, office furniture, etc.)	$	$	$	$	$	$
Total Capital Investment	$	$	$	$	$	$

E. What is the estimated square footage of the new or expanded facility? 10,000

6. COMPETITIVE LANDSCAPE

A. What role will the incentive(s) play in the Applicant's decision to locate the Project in Florida?

We want our international headquarters to be in Florida. Over the course of the next 5 years, we plan to expand our presence and increase our staff and operations. Incentives provided by Seminole county will determine if we grow in Seminole or another county.

B. What other locations is the Applicant considering for the Project? Please include those within Central Florida, State of Florida, United States, and international.

Currently we are looking in Seminole County

C. What advantages or incentives offered by these locations does the Applicant consider important in its decision?

D. What advantages or disadvantages offered by the proposed Florida location does the Applicant consider important in its decision?

Incentives provided by Seminole County/ State of Florida will assist ExamRoom.AI in the ability to not only hire more employees locally, but will help us relocate existing employees to Florida from other states and countries.

E. Indicate any additional internal or external competitive issues impacting the Applicant's decision regarding the Project's location?

F. Please list all competitors located within Seminole County:

N/A

7. DISCLOSURE

A. In the past 10 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled been convicted of or pled guilty or nolo contendere ("no contest'') in a domestic, foreign or military court to any Felony or Misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery or a conspiracy to commit any of these offenses?

Yes [ ] No [X] If yes, explain? _____

B. Is (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, or (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction; (b) to the best of the Applicant's knowledge after due inquiry, the subject of any criminal, civil, or regulatory investigation by any law enforcement authority in the State of Florida, or any regulatory body in the State of Florida; or (c) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

Yes [ ] No [X] If yes, explain? _____

C. In the past 5 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled (a) been named as a DEFENDANT in any civil litigation or arbitration in any jurisdiction, (b) had an application for license, or a license or its equivalent, to practice any profession or occupation denied, suspended or revoked in any jurisdiction, or (c) been subject to a bankruptcy or insolvency petition in any jurisdiction?

Yes [ ] No [X] If yes, explain? _____

8. CONFIDENTIALITY

In accordance with Section 288.075 of the Florida Statutes, the Applicant may request that Enterprise Florida, Inc. and the Department of Economic Opportunity maintain the confidentiality of all information regarding the Project (including information contained in this application) for the lesser of a 12 month period after the date of this application (which may be extended for an additional 12 months upon request), 6 months after the issuance of the final project order approving the project or until the information is otherwise disclosed.

Please indicate whether the Applicant is requesting confidential treatment of the Project in accordance with Section 288.075 of the Florida Statutes. *(Does not apply to SDST sales tax exemption applicants.)*

Yes [X] No [ ]

9. PROJECT SPIN OFF

A. Identify any additional economic impacts anticipated as a result of this development.

As we grow in central Florida, not only will we hire locally to stimulate the job market, we will also be relocating current employees from other states and countries to work in person at an office, in turn boosting the local economy.

B. Identify if *local or regional* contractors would be used for proposed development.

We will be using local contractors for any build outs or construction to our proposed office, as well when we expand into another location. We will be using local contractors for construction, furniture, catering, company outings,supplies, etc

C. Identify local products that would be used by type and general amount.

10. EXPLANATION OF TERMS

The following terms used in this Application have the meanings set forth below:

AFFILIATE – An entity that is controlled, directly or indirectly, by the ultimate parent entity of such person.

APPLICANT – The entity(ies) that will satisfy all job creation and capital investment requirements under the incentive agreement with the Department and which are applying on or amending this Application.

BROWNFIELD Site with a Brownfield Site Rehabilitation Agreement – Has the meaning ascribed to such term in Section 288.107 of the Florida Statutes.

CONTROL – The power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any person or entity that (i) is a director, general partner or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 50% or more of a class of a voting security or has the power to sell or direct the sale of 50% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 50% or more of the capital, is presumed to control that company.

DEPARTMENT – The Department of Economic Opportunity.

FELONY – For jurisdictions that do not differentiate between a felony and a misdemeanor, a felony is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least $1,000. The term also includes a general court martial.

FOUND – Includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments, and similar informal resolutions of matters.

FULL-TIME EQUIVALENT JOB – One employee or two or more employees (without duplication) who perform at least 35 hours of paid work per week.

JOBS – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

MISDEMEANOR – For jurisdictions that do not differentiate between a felony and a misdemeanor, a misdemeanor is an offense punishable by a sentence of less than one year imprisonment and/or a fine of less than $1,000. The term also includes a special court martial.

NAICS – Those classifications contained in the North American Industry Classification System, as published in 2012 by the Office of Management and Budget, Executive Office of the President, and updated from time to time.

ORDER – A written directive issued pursuant to statutory authority and procedures, including orders of denial, suspension, or revocation; does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

PRINCIPAL EXECUTIVE OFFICER – With respect to any entity, such entity's chief executive officer, chief financial officer, chief operations officer or any person who performs similar functions regardless of title.

PROJECT – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

RURAL AREA OF OPPORTUNITY – Has the meaning ascribed to such term in Section 288.0656 of the Florida Statutes.

SUBSIDIARY – An entity that is directly or indirectly controlled by the Applicant or the Ultimate Parent.

ULTIMATE PARENT – An entity that directly or indirectly controls the Applicant, which is not directly or indirectly controlled by any other entity.

JGI PERFORMANCE MONITORING TOOL

Business Name: ExamRoom.AI Corp

Federal I.D Number: 86-1470963

Name of Primary Contact: Amanda Jayakeerthi

Title: General Secretary & Treasurer

Address: 31349 Westward Ho Ave Sorrento, FL 32776

Phone: 917-543-4608

SUMMARY OF AGENT PROVISIONS

On _____ (DATE), an agreement was executed between ExamRoom.AI Corp (COMPANY NAME) and Seminole County, containing the following provisions:

1. County to provide $_____ in Economic Development Funds for

   _____ (USE OF FUNDS).

2. Capital Investment in the amount of $_____ to be made by

   ExamRoom.AI Corp (COMPANY) by _____ (DATE).

3. The number of jobs created, total _____ over a _____ year period. Jobs are to be created and maintained for a minimum of two (2) years, making them Vested New Permanent Jobs (as defined in Section 2. Definitions of the Seminole County Jobs Growth Incentive Program Agreement).

4. New jobs created to be compensated at an average annual base wage of $_____.

5. Company verification of capital investment and job creation.

PHYSICAL DEVELOPMENT TO DATE

Describe location and square footage of buildings by type of use, existing or new construction or lease and major on-site or near-site improvements:

_____

_____

_____

_____

_____

SEMINOLE COUNTY ECONOMIC DEVELOPMENT

PROPERTY, CONSTRUCTION & UTILITY ESTIMATES

A. Value of property purchased and/or leased: $ _____

B. Value of new construction/tenant improvements: $ _____

C. Established personal property value: $ _____

Total capital investment (the sum of items A through C): $ _____

JOB CREATION

A. Number of Jobs on payroll as of Contract Execution Date

Full-Time: _____

Part-Time: _____

Temporary: _____

B. Breakdown of New Jobs by Type/Number/Salary over the reporting period:

TYPE	NUMBER OF NEW JOBS	AVERAGE ANNUAL SALARY	DATE NEW JOBS FILLED	NUMBER OF MONTHS NEW JOB FILLED
Executive/Administration				
Management/Professional				
Technical				
Administrative/Support				
Service				
Trades				
Other				

C. Average Annual Base Wage of New Jobs Created (excluding Benefits): $ _____

I hereby acknowledge that the information provided herein is an accurate representation of the company's existing job formation, salary and property values for the reporting period _____ to _____ .

_____ Signature of Chief Company Officer

_____ Witness

_____ Printed Name

_____ Report Completion Date

SEMINOLE COUNTY
JOBS GROWTH INCENTIVE PROGRAM AGREEMENT
EXAMROOM.AI

THIS AGREEMENT (the "Agreement) is made as of the 14 day of November, 2023, and is effective as of the date set forth in Section 6(a) hereof, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as "COUNTY"), and **EXAMROOM.AI CORP**, whose address is 1209 Orange Street, Wilmington, DE 19801 (hereinafter referred to as "COMPANY").

W I T N E S S E T H:

WHEREAS, it is the policy of COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new business or encouraging the expansion of existing business into and within Seminole County; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from business expansion within Seminole County are beneficial to the sustained health of the local economy; and

WHEREAS, the Board of County Commissioners has determined that offering a Jobs Growth Incentive ("JGI") Program encourages both existing businesses to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County; and

WHEREAS, Seminole County, through its Board of County Commissioners, has enacted a Jobs Growth Incentive Ordinance and has the fiscal capacity to conduct and accomplish the programs relating thereto; and

WHEREAS, COMPANY or certain of its Affiliates will locate a portion of their business in Seminole County and thereby create certain full-time employment opportunities at a certain average salary level and make certain capital investments all in accordance with COMPANY's Jobs Growth Incentive Grant Application and COUNTY's Jobs Growth Incentive Ordinance; and

WHEREAS, COMPANY and COUNTY desire to enter into this Agreement for the purpose of giving additional assurances to COUNTY that certain expenditures by COUNTY will produce the desired economic impact in Seminole County as a result of COMPANY's activities; and

WHEREAS, COMPANY is proposing that either it or one or more of its Affiliates will: (i) lease a facility that is approximately Ten Thousand (10,000) Square Feet at a location in Seminole County at an approximate cost of ONE MILLION FIVE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED TWENTY TWO AND NO/100 DOLLARS ($1,593,522), which represents five (5) annual lease payments of at least ONE HUNDRED SIXTY NINE THOUSAND FOUR HUNDRED ELEVEN AND NO/100 Dollars ($169,411) per year on a Five (5) year lease (the "Estimated Lease Expenditures"); and (ii) invest approximately TWO HUNDRED TEN THOUSAND AND NO/100 Dollars($210,0000) for machinery, equipment, or tangible personal property, as further set forth in Sections 4 and 5 of this Agreement (the "Estimated Capital Expenditures"); the sum of which represents a significant capital investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY or one or more of its Affiliates pursuant hereto are expected to enhance COUNTY's economic base and is consistent with the stated goals and objectives of the COUNTY; and

WHEREAS, COUNTY has made a finding that COMPANY is eligible to receive a Jobs Growth Incentive Grant from COUNTY; and

WHEREAS, COUNTY has determined that, in order to enhance and preserve the health, education, and welfare of the citizens of COUNTY, it is necessary, proper, and desirable to enter into this Agreement with COMPANY in order to enhance and sustain the economic development of Seminole County; and

WHEREAS, COUNTY finds and declares that it is in the public's best interest and serves a public purpose to award a grant to COMPANY pursuant to the terms of this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

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

Section 2. Definitions.

(a) "Affiliate" means any person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, COMPANY. For purposes of this definition, the term "control" means the ownership of greater than fifty percent (50%) of the voting securities of such person or entity, the right to greater than fifty percent (50%) of the profits of such person or entity, the right to greater than fifty percent (50%) of the assets upon the dissolution of such person or entity, or the right to appoint more than fifty percent (50%) of the board of directors or similar governing body of such person or entity (with correlative meanings for "controlled by" and "under common control with").

(b) "Close Out" means satisfaction of the terms and conditions of this Agreement evidenced by COMPANY's written verification demonstrating compliance as required in Section 4(e) herein and final payment of the grant award by COUNTY.

(c) "New Permanent Jobs" means jobs made available to persons not having been previously employed by COMPANY or its Affiliates at a facility located in Seminole County with all such jobs in the aggregate having an average per job minimum annual base wage of EIGHTY EIGHT THOUSAND FIVE HUNDRED EIGHTY SIX AND 48/100 Dollars ($88,586.48), excluding all paid employee/employer fringe benefits, which, according to COUNTY's records, represents one hundred fifty four percent (154%) of Seminole County's Average Annual Wage.

(d) "Non-Minimum Wage Jobs" means, in the event that the calculation of the average per-job annual base wage for all created New Permanent Jobs is less than EIGHTY EIGHT THOUSAND FIVE HUNDRED EIGHTY SIX AND 48/100, the minimum number of such New Permanent Jobs with an annual base wage of less than EIGHTY EIGHT THOUSAND FIVE HUNDRED EIGHTY SIX AND 48/100 that are required to be omitted from such calculation in order for the average per-job minimum annual base wage of all remaining New Permanent Jobs to equal at least EIGHTY EIGHT THOUSAND FIVE HUNDRED EIGHTY SIX AND 48/100.

(e) "Parties" means COMPANY and COUNTY with respect to this Agreement.

(f) "Project" means the lease of a facility that is approximately Ten Thousand (10,000) square feet, located in Seminole County, plus relocation, purchase and installation of new equipment, in each case by COMPANY or one or more of its Affiliates in accordance with this Agreement.

(g) "Vested New, Permanent Job" means a New, Permanent Job that has been maintained for at least twenty-four (24) months within a forty-eight (48) month period from the applicable date of hire.

Section 3. Representations of COMPANY. COMPANY hereby represents and warrants to COUNTY the following:

(a) COMPANY is duly organized and validly existing under the laws of the State of Delaware and is authorized to do and is doing business in the State of Florida.

(b) COMPANY has the power, authority and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by COMPANY have been duly authorized by all necessary partnership action.

(c) COMPANY's Project Manager shall be Amanda Jayakeerthi, General Secretary & Treasurer, or her designee.

Section 4. Covenants of COMPANY. COMPANY hereby covenants with COUNTY to do the following:

COMPANY agrees that it or one or more of its Affiliates will expand its business operations in Seminole County and will create and provide certain employment opportunities in Seminole County, as more specifically set forth below.

(a) In order to be eligible to receive the total amount of funds available under the provisions of this Agreement, COMPANY or one or more of its Affiliates will create at least one hundred sixty two (162) New, Permanent Jobs at the Project by December 31, 2028, in accordance with Section 5 hereof. All New Permanent Jobs must be maintained for a period of twenty-four (24) months within a forty-eight (48) month period from the applicable date of hire and otherwise in accordance with the definition of "New

Permanent Jobs" and Section 5 hereof in order to be eligible for the per job JGI Grant. Job announcements and vacancies must be advertised locally, and notice of need must be forwarded to CareerSource Central Florida and the Seminole County Community Services Department.

(b) In order to be eligible to receive the total amount of funds under the provisions of this Agreement, the Project will result in the expenditure by COMPANY or one or more of its Affiliates of an aggregate amount of ONE MILLION FIVE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED TWENTY TWO AND NO/100 DOLLARS ($1,593,522) of capital investment relating to the Project, consisting of: (i) ONE MILLION THREE HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED TWENTY TWO AND NO/100 Dollars ($1,383,522) in Estimated Lease Expenditures through December 31, 2028; (ii) the Estimated Capital Expenditures of TWO HUNDRED TEN THOUSAND AND NO/100 Dollars for machinery, equipment, or tangible personal property, in each case subject to the terms set forth in Section 5(a) hereof.

(c) In order for COMPANY to be eligible to receive grant funds available under the provisions of this Agreement, the Project will commence on or before the effective date set forth in Section 6(a) of this Agreement and be completed within the time periods set forth in Section 5(a) hereof. COUNTY reserves the right to reallocate the funds from this Project to other projects if COMPANY fails to make satisfactory progress, as reasonably determined by COUNTY, by the dates set forth in Section 5(a) for completion of the job creation and capital expenditure requirements.

(d) Upon the written request of COUNTY, and otherwise in accordance with Section 7 hereof, COMPANY shall provide written verification, reasonably satisfactory to COUNTY, demonstrating compliance with this Agreement. Notwithstanding that an Affiliate of COMPANY may fulfill the job

creation or capital investment requirements set forth in Section 5 hereof, COMPANY shall remain responsible for such requirements pursuant to the terms hereof.

(e) When the jobs have been created or capital investments have been made, COMPANY shall cause notice to be given to COUNTY in accordance with Section 7 and will make the documentation available for review and inspection by COUNTY in accordance with Section 12.

Section 5. Covenants of COUNTY/Grant Funds.

(a) In consideration of the creation by COMPANY or one or more of its Affiliates of at least one hundred sixty two (162) New, Permanent Jobs by December 31, 2028 (in accordance with the schedule set forth below in this Section 5(a)), COUNTY agrees to provide COMPANY with funds to assist in the lease costs, purchase of new equipment and other legitimate business costs needed for the expansion of COMPANY (or its Affiliates) in Seminole County in an amount not to exceed ONE HUNDRED SIXTY-TWO THOUSAND AND NO/100 DOLLARS ($162,000.00). Said amount represents an average JGI Grant expenditure of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) per New, Permanent Job created, and will be paid according to the following schedule and in accordance with Section 5(c), contingent upon COMPANY providing COUNTY written evidence of a lease and renovations for the facility located in Seminole County and written verification, provided pursuant to reports submitted in accordance with Section 7 hereof that are reasonably satisfactory to COUNTY, that the New, Permanent Jobs have been created, and capital investment has been expended, in accordance with the following schedule.

Calendar Year Ending:	New Permanent Jobs	Capital Investment Expenditure:	Scheduled Payment:	Estimated Payment Year

December 31, 2024	35	$227,645.00	$35,000.00	Fiscal Year 2026/2027
December 31, 2025	32	$199,411.00	$32,000.00	Fiscal Year 2027/2028
December 31, 2026	32	$368,822.00	$32,000.00	Fiscal Year 2028/2029
December 31, 2027	32	$398,822.00	$32,000.00	Fiscal Year 2029/20230
December 31, 2028	31	$398,822.00	$31,000.00	Fiscal Year 2030/2031
	Total jobs created: **162**	*Total Investment: **$1,593,522.00**	Total payments: **$162,000.00**	

*The total capital investment required to be made in connection with the Project, in the aggregate amount of ONE MILLION FIVE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED TWENTY TWO AND NO/100 Dollars ($1,593,522), consists of the machinery, equipment, or tangible personal property with a combined value of TWO HUNDRED TEN THOUSAND AND NO/100 Dollars ($210,0000) over five years in the following manner THIRTY THOUSAND AND NO/100 Dollars ($30,000) on each of years one, two and three, and SIXTY THOUSAND AND NO/100 ($60,000) on each of years four and five, plus ONE MILLION THREE HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED TWENTY TWO AND NO/100 Dollars ($1,383,522) in lease expenditures over the five (5) year lease distributed in the following manner ONE HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED FORTY FIVE AND NO/100 ($197,645) on year one, ONE HUNDRED SIXTY NINE THOUSAND FOUR HUNDRED ELEVEN AND NO/100 Dollars ($169,411) on year two, THREE HUNDRED THIRTY EIGHT THOUSAND EIGHT HUNDRED TWENTY TWO AND NO/100 Dollars on each of years three, four and five, bringing an estimated total capital investment of ONE MILLION FIVE HUNDRED NINETY THREE THOUSAND FIVE HUNDRED TWENTY TWO AND NO/100 Dollars ($1,593,522).

(b) The scheduled payment set forth in the table in Section 5(a) in respect of each calendar year (each such grant payment being referred to herein as a "Scheduled Payment" is the maximum available in any fiscal year, regardless of whether COMPANY and its Affiliates exceed the applicable job creation or capital investment expenditure requirements. In the event COMPANY and its Affiliates create a number of New, Permanent Jobs in respect of any calendar year in excess of the number of New, Permanent Jobs required for such calendar year (such number of excess New Permanent Jobs in any calendar year, the "Excess New Permanent Jobs") or make capital investment expenditure in respect of such calendar year in excess of the amount of capital investment expenditure required for such calendar year (the amount of such excess in any calendar year, the "Excess Capital Investment Expenditure"), then the number of such Excess New, Permanent Jobs and the amount of such Excess Capital Investment Expenditures shall be carried

forward and included in the calculations of New, Permanent Jobs and capital investment expenditures created and made, respectively, for the following calendar year.

(c) COMPANY shall become entitled to receive the Scheduled Payment in respect of each calendar year at the time the COMPANY properly submits documentation evidencing that: (i) the required number of New, Permanent Jobs have been created and maintained for the required time period (and have therefore become Vested New, Permanent Jobs) in respect of such calendar year; and (ii) the required capital investment expenditure in respect of such calendar year has been made, in either case regardless of whether such evidence is provided at, prior to or after the end of such calendar year. Payment by COUNTY will be made as soon as practicable, after receipt of all required and properly submitted documentation, but in no event longer than thirty (30) days from receipt unless COUNTY disputes the request in good faith; provided, however, that, in the event COMPANY provides evidence that it has met or exceeded the job creation (and retention) and capital investment requirements in respect of any calendar year prior to the end of such calendar year, the Scheduled Payment will be paid no earlier than the end of the calendar year to which such requirement relates. Requests for payment shall be reviewed and approved by COUNTY's Administrator of Economic Development and Tourism or Economic Development Business Development Manager.

(d) COUNTY conditions its obligation herein on COMPANY promptly furnishing to COUNTY evidence reasonably satisfactory to COUNTY that COMPANY has accomplished its obligations relating to the Project pursuant to Sections 4 and 7 of this Agreement. Reports shall be made to COUNTY by COMPANY every twelve (12) months, in a format provided by and reasonably satisfactory to COUNTY and as described herein; provided that COMPANY may also voluntarily supply supplemental reports at any

time to provide evidence of its job creation and capital expenditure achievements in respect of any Scheduled Payment.

(e) Notwithstanding anything herein to the contrary, it is understood and agreed that any (i) New Permanent Jobs created, other than those with respect to individuals who were personnel of COMPANY (or an Affiliate thereof) prior to September 27, 2023, and who have been hired or relocated to Seminole County, and/or (ii) capital investment expenditure made in connection with the Project, in either case, on or after September 27, 2023, been hired or relocated and prior to the effective date set forth in Section 6(a) of this Agreement, shall be included in the calculations of New Permanent Jobs created and the amount of capital investment expenditure made on the Project, respectively, in respect of the calendar year ending December 31, 2024

Section 6. Term.

(a) Unless earlier terminated by the Parties, this Agreement shall become effective on November 14, 2023, notwithstanding the date it is signed by the Parties, and shall remain in effect through termination.

(b) This Agreement will terminate on December 31, 2031, or upon Close Out, whichever is earlier.

Section 7. Reports.

(a) COMPANY shall provide COUNTY with reports at least every twelve (12) months starting on January 31, 2025, and every twelve (12) months thereafter, or as frequently as specified by COUNTY, on forms provided by COUNTY, for the duration of this Agreement. These reports shall give information regarding the number of New Permanent Jobs that have been created by COMPANY or one or more of its

Affiliates, the amount of capital expenditures made in connection with the Project and of all activities affecting the implementation of this Agreement.

(b) COMPANY shall provide COUNTY a written annual independent verification accounting, satisfactory to COUNTY in its sole discretion, of compliance by COMPANY with all agreed upon performance standards, as set forth herein, which verification must be certified by an officer or principal of COMPANY and submitted to COUNTY. Annual verifications shall cover the entire calendar twelve (12) month period prior to the due date of each written annual verification. The first written annual verification due January 31, 2025, shall cover the period of time between September 27, 2023 through December 31, 2024. Annual verifications shall be provided by COMPANY for a sufficient number of years, as determined by COUNTY, to ensure compliance with the terms of this Agreement. COMPANY, at its sole cost and expense, shall provide such verification to COUNTY.

Section 8. Force Majeure. In the event any Party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said Party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

Section 9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and the successors in interest, transferees, and assigns of the Parties.

Section 10. Assignment. This Agreement shall not be assigned by either Party without the prior written approval of the other, which approval shall not be unreasonably withheld.

Section 11. Public Records Law. COMPANY 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. COMPANY 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 that said statute controls over the terms of this Agreement; provided, however, that documents and records that are not considered public records and/or that are exempt from disclosure pursuant to Chapter 119, Florida Statutes, are not required to be disclosed unless such documents or records are required for the completion of any independent audit required by this Agreement. Subject to the immediately preceding sentence (including COUNTY's right to disclose information required for the completion of any independent audit required by this Agreement) and any other disclosure obligations that may be applicable to COUNTY pursuant to law or regulation, unless required to do so pursuant to Florida public records law, COUNTY shall not disclose to any third party any information about COMPANY, its Affiliates or its or their respective business or personnel received by COUNTY in connection with this Agreement. The requirements of this Section shall survive termination of this Agreement.

Section 12. Records and Audits.

(a) COMPANY shall maintain in its place of business all books, documents, papers, and other evidences pertaining to work performed under this Agreement. Such records shall be and remain available at COMPANY's place of business at all reasonable times during the term of this Agreement and for five (5) years after this Agreement terminates.

(b) COMPANY agrees that COUNTY or its duly authorized representatives shall, until five (5) years after this Agreement terminates, have access to examine any of COMPANY's books, documents, papers, and records related to the number of jobs created and capital expenditure made by COMPANY or

its Affiliates in connection with this Agreement. COMPANY agrees that grant payments made under this Agreement by COUNTY shall be subject to reduction and refund (in accordance with Section 24 hereof) for amounts paid by COUNTY which are found, based on audit examination of such records, not to constitute proper payments hereunder.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after Close Out of this Agreement, in writing, and submission of the final invoices, whichever is sooner. COMPANY shall provide proper facilities for access to and inspection of all required records.

(d) The requirements of this Section shall survive termination of this Agreement.

Section 13. Notices. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended at the place last specified, and the place for giving of notice shall remain such until it shall have 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, to wit:

For COUNTY:

County Manager
1101 East First Street
Sanford, Florida 32771

with copy to:

Administrator, Office of Economic Development and Tourism
Seminole County Government
1055 AAA Drive, Suite 148
Heathrow, Florida 32746

For COMPANY:

Amanda Jayakeerthi, General Secretary & Treasurer
ExamRoom.AI Corp.
1209 Orange Street
Wilmington, DE 19801

with a copy to:

Name, Title
Company Name
Street Address, Suite
City, State Zip

Either of the Parties may change, by written notice, as provided herein, the addresses or persons for receipt of notices. All notices shall be effective upon receipt.

Section 14. Indemnity and Insurance.

(a) To the extent allowed by law, COMPANY shall indemnify, defend and hold harmless COUNTY, its agents, employees, and elected and appointed officials, from and against all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description whatsoever, for claims for property damage and claims for injury to or death of persons arising out of or resulting solely and directly from COMPANY's performance of its obligations under this Agreement, and which are caused in whole or in part by the negligence or intentional misconduct of COMPANY, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

(b) The Parties further agree that nothing contained herein shall be construed or interpreted as denying to any Party any remedy or defense available to such Parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) COMPANY shall provide necessary workers' compensation coverage and unemployment compensation for its employees.

Section 15. Conflict of Interest.

(a) COMPANY agrees that it will not engage in any action in the performance of its obligations pursuant to this Agreement that would create a conflict of interest with COUNTY under applicable law or professional standards or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

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

(c) Pursuant to Section 216.347, Florida Statutes, COMPANY hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature, judicial branch, or any other State or Federal agency. COUNTY acknowledges and agrees that COMPANY shall be deemed to be in compliance with this Section 15(c) so long as COMPANY maintains compliance in its interactions with the State of Florida or any other State or Federal agency with respect to monies received from COUNTY in accordance with guidance issued by the Federal Office of Management and Budget in 25 FR 24540 with respect to 31 U.S.C. §1352 relating to the use of monies other than government appropriated funds, in each case as if such guidance applied to lobbying the Florida Legislature, judicial branch, or any other State or Federal agency.

(d) COMPANY agrees that at the time of execution of this Agreement it has no retainer or employment agreement, oral or written, with any third party relating to any matter which directly and adversely affects any interest or position of COUNTY under this Agreement or which would adversely affect COMPANY's ability to objectively perform its obligations under this Agreement. During the term of this Agreement, COMPANY shall not accept any retainer or employment from a third party whose interest in connection with such retainer or employment appears to be directly conflicting with any interest or position of COUNTY under this Agreement or which would adversely affect COMPANY's ability to objectively perform its obligations under this Agreement.

Section 16. Equal Opportunity Employment.

(a) COMPANY agrees that it will not discriminate against any contractor, employee or applicant for employment or work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: retention or award of contracts; employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) COMPANY agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

Section 17. Compliance with Laws and Regulations. In performing under this Agreement, the Parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to or regulating the performance set forth herein, including those now in effect and

hereafter adopted. Any material violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the non-violating Party to terminate this Agreement immediately upon delivery of written notice of termination to the violating Party.

Section 18. Employee Status.

(a) Persons employed or retained by COMPANY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY officers and employees, either by operation of law or by COUNTY.

(b) COMPANY assumes total responsibility for salaries; employment benefits; contractual rights and benefits; contract payments; and federal, state and local employment taxes, if any, attributable to COMPANY personnel or contractors, and agrees to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, planning, developing, constructing, equipping and operating the Project, or carrying out any of the activities to be carried out by COMPANY, COMPANY will be acting independently, in the capacity of an independent entity, and not as a joint venture, partner, associate, employee, agent, or representative of COUNTY.

Section 19. No Third Party Beneficiaries. This Agreement is made for the sole benefit of the Parties hereto and their respective successors and assigns and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

Section 20. No Contingent Fees. COMPANY covenants that it has employed and retained only bona fide employees, attorneys, and consultants, working for COMPANY, to solicit or secure this Agreement. COMPANY warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm (other than any Affiliate of COMPANY or any personnel thereof), any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.

Section 21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the Parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 22. Construction of Agreement. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both Parties have contributed substantially and materially to the preparation hereof.

Section 23. Constitutional and Statutory Limitation on Authority of COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of COUNTY. Specifically, the Parties acknowledge that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue sources or property.

Section 24. Events of Default/Remedies. For purposes of this Agreement, "Potential Event of Default" shall mean any of the following:

(a) Any representation or warranty made by COMPANY herein or in any statement, invoice, or certificate furnished to COUNTY in connection with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to COMPANY by COUNTY.

(b) COMPANY shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to COMPANY by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

(c) COMPANY fails to provide to COUNTY the written verification as and when required by Section 7(b) of this Agreement.

(d) COMPANY fails to expend the required capital investment pursuant to Section 5(a) of this Agreement in respect of any calendar year for which COMPANY has received a Scheduled Payment.

(e) COMPANY fails to create and fill the minimum number of New, Permanent Jobs pursuant to Section 5(a) of this Agreement in respect of any calendar year for which COMPANY has received a Scheduled Payment.

(f) COMPANY fails to maintain the New, Permanent Jobs created for the time period required by this Agreement in respect of any calendar year for which COMPANY has received a Scheduled Payment.

(g) COMPANY fails to maintain an average salary level that is equal to or greater than the per annum salary set forth in this Agreement in the definition of "New, Permanent Jobs" in respect of all New, Permanent Jobs for which COMPANY has received one or more Scheduled Payments, as measured by

referring to the total number of New, Permanent Jobs created by the end of the calendar year ending December 31, 2024 pursuant to Section 5(a) of this Agreement.

(h) Within forty-five (45) days after receiving written notice from COUNTY that a Potential Event of Default has occurred, COMPANY shall either: (1) refund to COUNTY that amount of funds equal to ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) multiplied by (x) in the case of the Potential Events of Default described in Section 24(e) and 24(f), the number of New, Permanent Jobs not created or maintained, as the case may be, or (y) in the case of the Potential Event of Default described in Section 24(g), the number of Non- Minimum Wage Jobs, in either case for any calendar year in respect of which COMPANY has received a Scheduled Payment pursuant to the terms of this Agreement; or (2) refund to COUNTY a commensurate percentage of grant funds for failure to meet the required capital investment expenditure requirement for any calendar year in respect of which COMPANY has received a Scheduled Payment pursuant to the terms of this Agreement or, in the alternative, deposit such funds into the registry of the court, subject to determination of COUNTY's entitlement thereto. COMPANY's failure to timely pay such refund to COUNTY or deposit such funds into the registry of the court in accordance with the immediately preceding sentence, or COMPANY's failure to cure any other Potential Event of Default within the time period allowed therefor, shall constitute an Event of Default under this Agreement, giving COUNTY the right to assert any and all legal or equitable remedies provided by law.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 26. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction of interpretation hereof.

Section 27. Time. Time is of the essence of this Agreement.

Section 28. Severability. If any provision, term or clause of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, said determination shall not, in any way, affect the obligation of the Parties as provided for or referred to herein and, to that end, the provisions of this Agreement shall be deemed severable. However, such invalidity or unenforceability shall preclude the continuing effect of this Agreement if a failure of consideration were to occur.

Section 29. Entire Agreement.

(a) This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

(b) No waiver or consent to any departure from any term, condition or provision of this Agreement shall be effective or binding upon any Party hereto unless such waiver or consent is in writing, signed by an authorized officer of the Party giving the same and delivered to the other Party.

(c) COMPANY agrees that no representations have been made by COUNTY in order to induce COMPANY to enter into this Agreement other than as expressly stated in this Agreement.

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

Witnesses:

EXAMROOM.AI CORP

By: _____

_____
Witness

AMANDA JAYAKEERTHI, General Secretary & Treasurer

Date: _____

_____
Print Name

_____
Witness

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

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

AMY LOCKHART, Chairman

Date: _____

For the use and reliance
Seminole County only.

As authorized for execution by the Board of County Commissioners at its November 14, 2023, regular meeting.

Approved as to form and legal sufficiency.

_____
County Attorney

PHC/kly
10/6/23 10/26/23
T:\Users\kyeager\PHC Documents\2023\JGI Agreement Project Oct6(23).docx

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Jobs Growth Incentive Request

Board of County Commissioners Chambers

Board of County Commissioners Meeting

November 14, 2023

Background / History

- ExamRoom.AI Corp. is a web-based AI proctoring platform assessment development and delivery tool
- ExamRoom.AI has three missions: offer convenient online testing, provide a secure testing environment, and provide exceptional customer service
- ExamRoom.AI Corp. currently employs 378 people worldwide
- ExamRoom.AI Corp. intends to establish their global headquarters in Lake Mary, Seminole County

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Project Overview - Jobs

This project proposes the creation of a minimum of one hundred sixty-two (162) new, high-value jobs with an average annual wage of $88,586.48 (153% above County average annual wage)

The job creation schedule is as follows:

- 35 new jobs by December 31, 2024
- 32 new jobs by December 31, 2025
- 32 new jobs by December 31, 2026
- 32 new jobs by December 31, 2027
- 31 new jobs by December 31, 2028

If awarded by the Board of County Commissioners, $162,000 would be allocated from the General Fund Reserves.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Project Overview - Jobs

ExamRoom.AI Corp. is pursuing a Jobs Growth Incentive (JGI) in the amount of $1,000 per job, which would result in a total incentive award in the amount of $162,000.

This project also involves a capital investment of $1,593,522, which includes $1,383,522 in lease and leasehold improvements, along with $210,000 in equipment.

The conditions that will apply for this award are as follows:

- The creation of one hundred sixty-two (162) new jobs by December 31, 2028;
- Payments will not be initiated until jobs have been vested for a period of two years for each phase;
- Substantial proof of investments will be required for reporting;
- County will work closely with ExamRoom.AI Corporation to engage with community

The return on our investment for this project is approximately seven years.

Requested Action

Motion to approve the Jobs Growth Incentive Funding Agreement between ExamRoom.AI Corp. and Seminole County, providing an incentive of $1,000 per job, for a total Seminole County Local Financial Support of $162,000, for the creation of one hundred sixty-two (162) new jobs.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1223

Title:

Seminole Forever Update **(Rick Durr, Parks and Recreation Director)**

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE FOREVER UPDATE

Board of County Commissioners Meeting

November 14, 2023

Outline / Agenda

- List of ARC Nominations
- Requested Action
- Next Steps

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Acquisition and Restoration Council (ARC) Nominations By District:

Nominee	Commissioner	District	Term
David Bear	Bob Dallari	1	1 year
Beverly Evans	Jay Zembower	2	2 years
Tim Jackson	Lee Constantine	3	1 year
Dr. Jay Exum	Amy Lockhart	4	2 years
Gabbie Milch	Andria Herr	5	1 year

ARC Nominations for At-Large Positions (2):

At-Large Nominees	Organization / Qualifications	Term
Phyllis Hall	President – Seminole Audubon	2 years
Janette Schreiber	Treasurer - Friends of the Wekiva	1 year

Requested Action

1. Motion to approve the seven (7) nominations as written.

Next Steps – Seminole Forever Program

1. **<u>November – January 2024</u>**
   a. Staff to develop orientation program for ARC
2. **<u>January 2024</u>**
   a. Hold initial ARC meeting
      i. Provide orientation to ARC members
      ii. Establish schedule of future ARC meetings

<u>The following items are to be determined by ARC for future meetings:</u>

- Establish and adopt acquisition criteria
- Create property evaluation report
- Announce launch of program and acquisition process
- Review applications for acquisition
- Develop 5-Year Acquisition Plan

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1236

Title:

ARPA Update **(Tricia Johnson, Deputy County Manager)**

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

AMERICAN RESCUE PLAN ACT

Board of County Commissioners

November 14, 2023

Agenda

- Background
- ARPA Programs Update
- Next Steps for Ongoing Initiatives
- Questions

Background

- Seminole County Government received $91.64M in American Rescue Plan Act funds (June 2021 / June 2022)
- Seminole County's seven cities received $106M
- Seminole County Public Schools received $89M
- Overall, Seminole County received $288M in ARPA Funds

Background

- Deadline to Obligate Funds: 12.31.2024
- Deadline to Expend Funds: 12.31.2026
- County Commission approved Seminole County Recovery Plan: 8.2021
- Project and Expenditure Reports submitted Quarterly to U.S. Treasury

Background

- Four Allocation Categories:
  - Public Health Initiatives
  - Address the Negative Impacts of COVID-19
  - Infrastructure
  - General Government Services

PUBLIC HEALTH INITIATIVES

$11 MILLION

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Sheriff's Office Holistic Behavioral Health Program: $9M

- $6M Disbursed to Sheriff's Office
- BCC Work Session 12.12.2024

Community Health Initiatives & Paramedicine: $2M

- Since January 2023, the SCFD Paramedicine Program has supported nearly 2,500 residents
- More than 6,000 individual services have been provided through the Recovery Connections program; the $750K allocation will be expended in early 2024
- Since March 2023, Community Health participated in 67 outreach events, reaching nearly 1,200 residents and providing 987 referrals
- Individual home-based services are provided to residents with complex health and social needs
- Various Harm Reduction Initiatives and Community Awareness Campaigns have been funded through the program

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ADDRESS THE NEGATIVE IMPACTS OF COVID-19

$19 MILLION

Public Assistance & Grants

- **Individual Assistance: $4M**
  - $550K Expended / Program Closed / Remaining Funds Reallocated
- **Small Business Grants: $1.5M**
  - $700K COVID Funds Expended / ARPA Funds Reallocated
- **Hospitality Grants: $500K**
  - Program Closed / $260K Committed / Remaining Funds Reallocated
- **Not-For-Profit Grants: $400K**
  - Program Closed / $500K Committed

Workforce Programs: $2.3M

- Seminole State Center for Small Business Development: $350K
  - Program Ongoing / 55% of Funds Expended
- Seminole State Workforce Training: $1M
  - Revised Agreement to BCC 12.12.23
- Orlando Sanford International Airport Incentive: $1M
  - Staff working with the Airport on the agreement

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Homelessness Diversion: $3.65M

- Rescue Outreach Mission: $2.85M
  - 62% of Funds Expended
  - Revised Agreement to BCC 11.14.23
- Support to Various Non-Profits: $800K
  - Program Closed / Funds Expended

Affordable Housing: $2M

- Florida SPECS continues construction of five homes with anticipated completion in early 2024; Staff working with the team to market homes and secure a lender
- Habitat for Humanity is in the process of lot clearing to begin concurrent construction on six homes

Community Parks & Recreation: $2M

- **Lake Dot Park**
  - Gazebo, Park Lighting, Water Fountain and Supply / Complete
- **Sunland Park**
  - Rubber Surface Playground, Shelter, Playground Shade, Picnic Tables / Complete
- **Lake Mills Park**
  - Fending, Boardwalk Removal, and Paving/ Connector Path, ADA Parking / Complete

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Community Parks & Recreation Continued:

- **Midway Park**
  - Playground, Fencing, Turf Restoration, Electric Supply, Court Lighting / Complete
- **Bookertown Park**
  - Dugout Roofs, Basketball Court Replacement and Striping / Complete
- **Wayside Boat Ramp**
  - Construction 95% Complete / Fencing, Kiosks, Signage In Progress

Community Facilities: $3M

- Rosenwald Redevelopment
  - Applied for $4M DEO grant for various technologies and services at Rosenwald
  - Board Work Session January 2024

INFRASTRUCTURE

$14.7 MILLION

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Midway Stormwater: $10M

- Design 90% complete
- 51% of funds expended
- Working with SCPS to purchase final parcel for retention ponds
- Community meetings to discuss easement process with residents December/January

Broadband: $4.7M

- Countywide assessment completed
- Identifying opportunities for additional services; Board presentation January 2024

GENERAL GOVERNMENT SERVICES

$47 MILLION

Technology Improvements: $1.8M

- Website Improvements
  - BCC Presentation January 2024
- Technology Consultant and Help Desk Support / Complete

ARPA Program Administration: $2.1M

City Participation: $3.4M

- Altamonte Springs: $1.1M
- Casselberry: $407K
- Lake Mary: None
- Longwood: $347K
- Oviedo: $934K
- Sanford: $578K
- Winter Springs: $7,900

The final disbursement from the cities will be made in early 2024.

Next Steps

- Sheriff Office ARPA Work Session: 12.12.2023
- ROM Agreement: 11.14.23
- Seminole State Agreement: 12.12.23
- Broadband Update: January 2024
- Rosenwald Update: January 2024
- Website Update: January 2024
- Midway Community Meetings: December/January

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1189

Title:

Spring Valley Farms Bridle Path Easement Staff Briefing. District3 - Constantine **(Rebecca Hammock, Development Services Director)**

Division:

Development Services - Planning and Development

Authorized By:

Darren Gray, County Manager

Contact/Phone Number:

Rebecca Hammock/407-665-7396

Background:

Executive Summary

At a prior Board of County Commissioners Meeting, Commissioner Constantine during his district report brought forward the topic of the Spring Valley Farms Bridle Path Easement for future discussion of a possible administrative vacate. The Board agreed to have staff bring back additional information for further discussion.

The Spring Valley Farms subdivision is located south of SR 436, east of SR 434, and west of Wymore Road in unincorporated Altamonte Springs in County Commission District 3.

The Spring Valley Farms subdivision consists of ten (10) platted sections.

- Sections 1 and 2 do not include a bridle path easement.
- Sections 3 and 8 include a combined bridle path and utility easement.
- Sections 4 through 7 include a bridle path easement.

The Planning and Development Division recently received two separate requests to vacate portions of a bridle path easement in the Spring Valley Farms subdivision.

After reviewing the requests, staff recognized the easement is not maintained and is

no longer in operation. Furthermore, the subject property is zoned R-1AAA (Single-Family Residential) and the keeping of horses is not a permitted use.

History

Spring Valley Farms Sections six and seven were platted in 1968 and included a 25' bridle path easement dedicated to the perpetual use of the public. The bridle path easement connected to a horse stable, which is no longer in operation and the bridle path is not in active use. Furthermore, the path has not been maintained.

For one of the vacate requests, (PZ23-00900007, parcel 22-21-29-504-0E00-0230), the property owner submitted the required documents and is ready to move forward for approval. For the second (PZ23-00900008, parcel 22-21-29-505-0E00-0550), the County is waiting for a legal sketch and description before moving forward. The second requestor is asking to replace an existing shed in the easement.

Based on a review of the aerial maps, multiple properties that abut the easement have existing fences within the easement, and there may be accessory structures that encroach as well. There is an existing 30' open space buffer adjacent to a portion of the bridle path easement in section 7 of the subdivision plat.

The County Attorney's Office recommended possibly vacating the easement administratively for the entire subdivision rather than in reaction to each vacate applied for by property owners in the subdivision.

For the existing applications, the petitioners have already applied for the vacate and in some cases paid for the additional survey work. If the County moves forwards with the administrative vacate, the application fees could be refunded to the applicants.

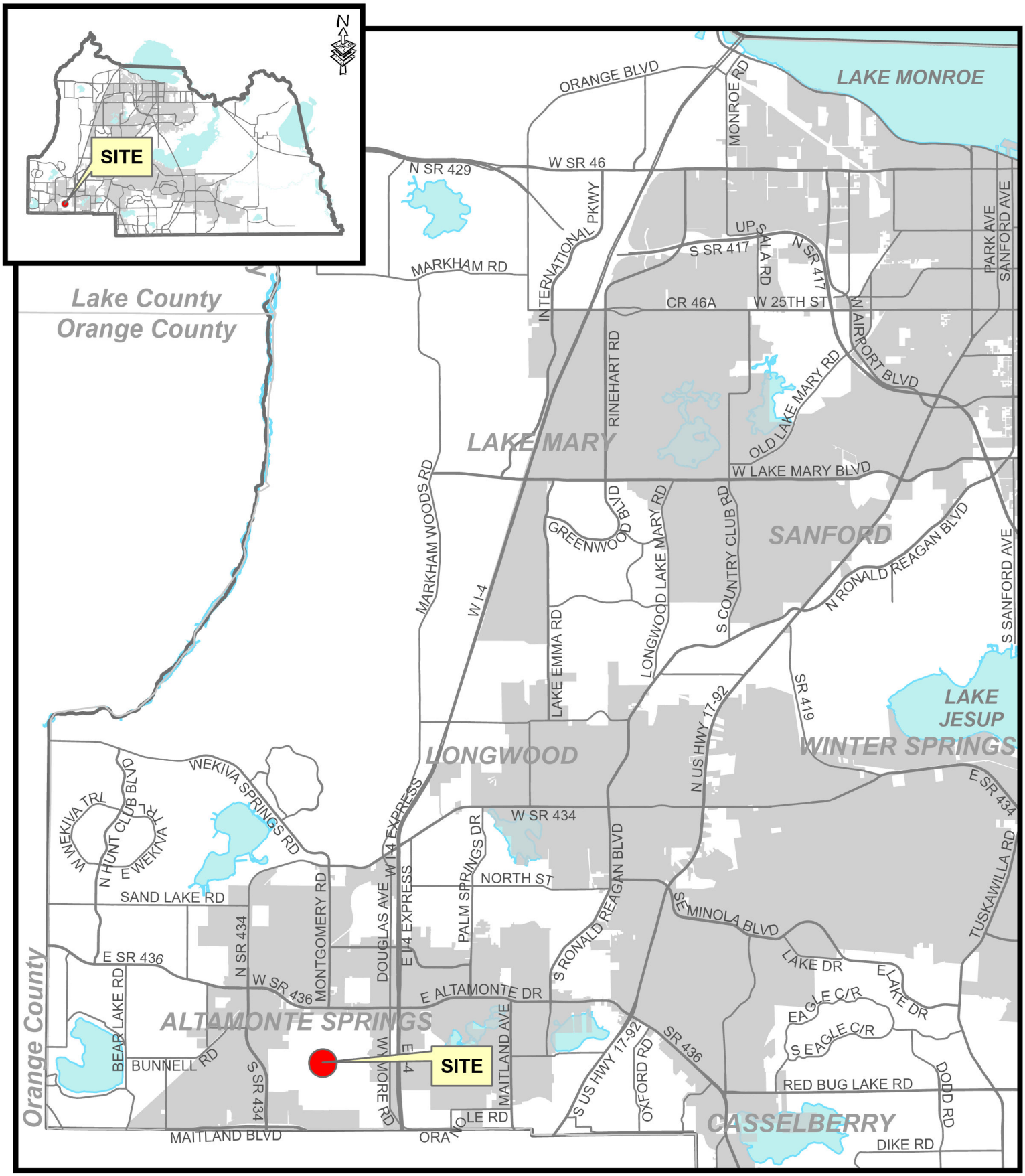
Process Moving Forward

If the Board wishes to administratively vacate the bridle path easement instead of processing on a case by case basis, staff recommends administratively vacating the entire bridle path easement in Sections 4 - 7 of the Spring Valley Farms Subdivision.

Sections 1 and 2 do not include the Bridle Path Easement.

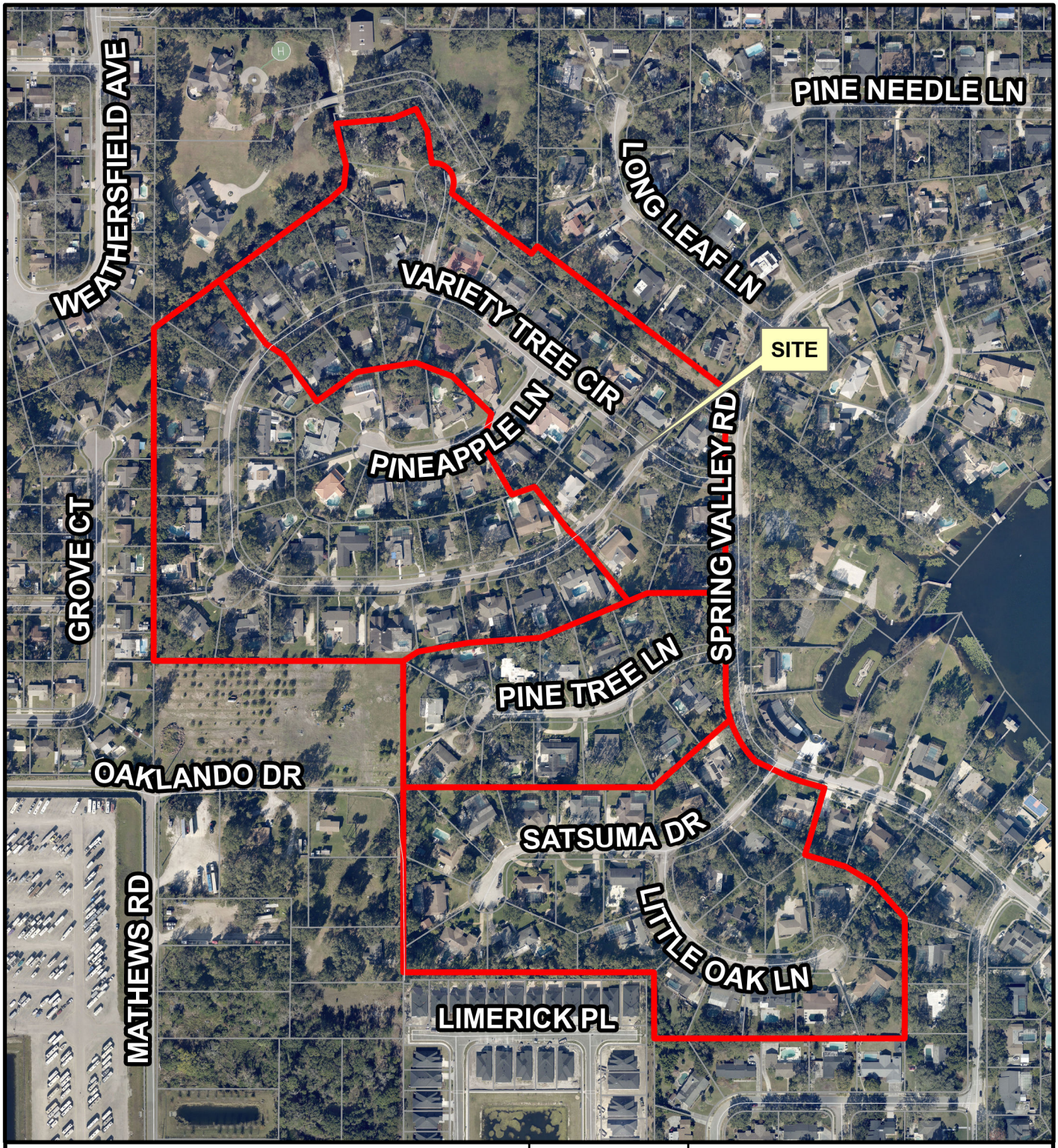
Sections 3 and 8 include a combined bridle path and utility easement, therefore due to the utility easement, staff is unable to recommend a vacate for these two plat sections of the Spring Valley Farms subdivision without further research.

Staff also recommends sending notices to all affected property owners and holding a community meeting advising the property owners of the vacate prior to any formal action by the Board.



Date: 10/31/2023

Name SVF-SiteMap



Spring Valley Farms
Sections 4 - 7

Parcels
Site

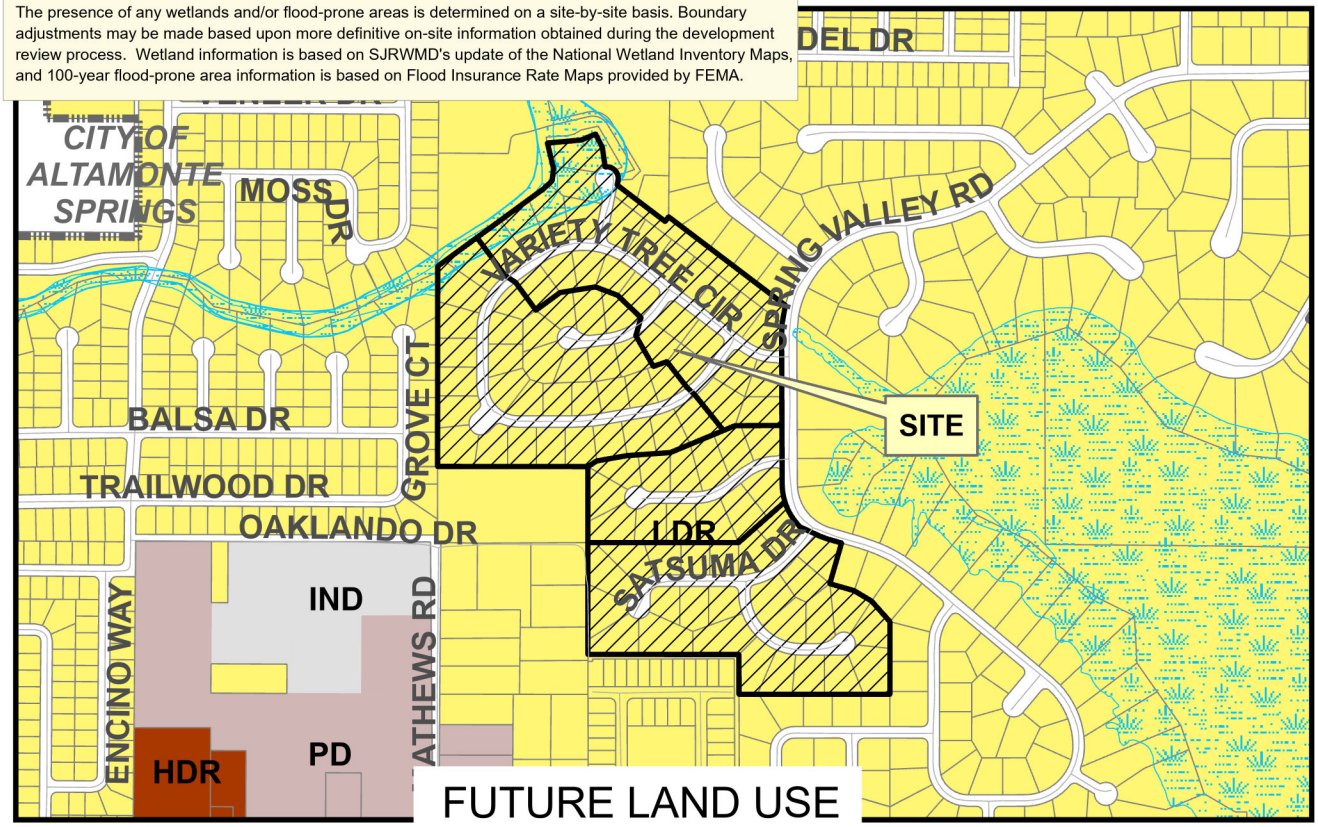
N

Winter 2023 Color Aerials

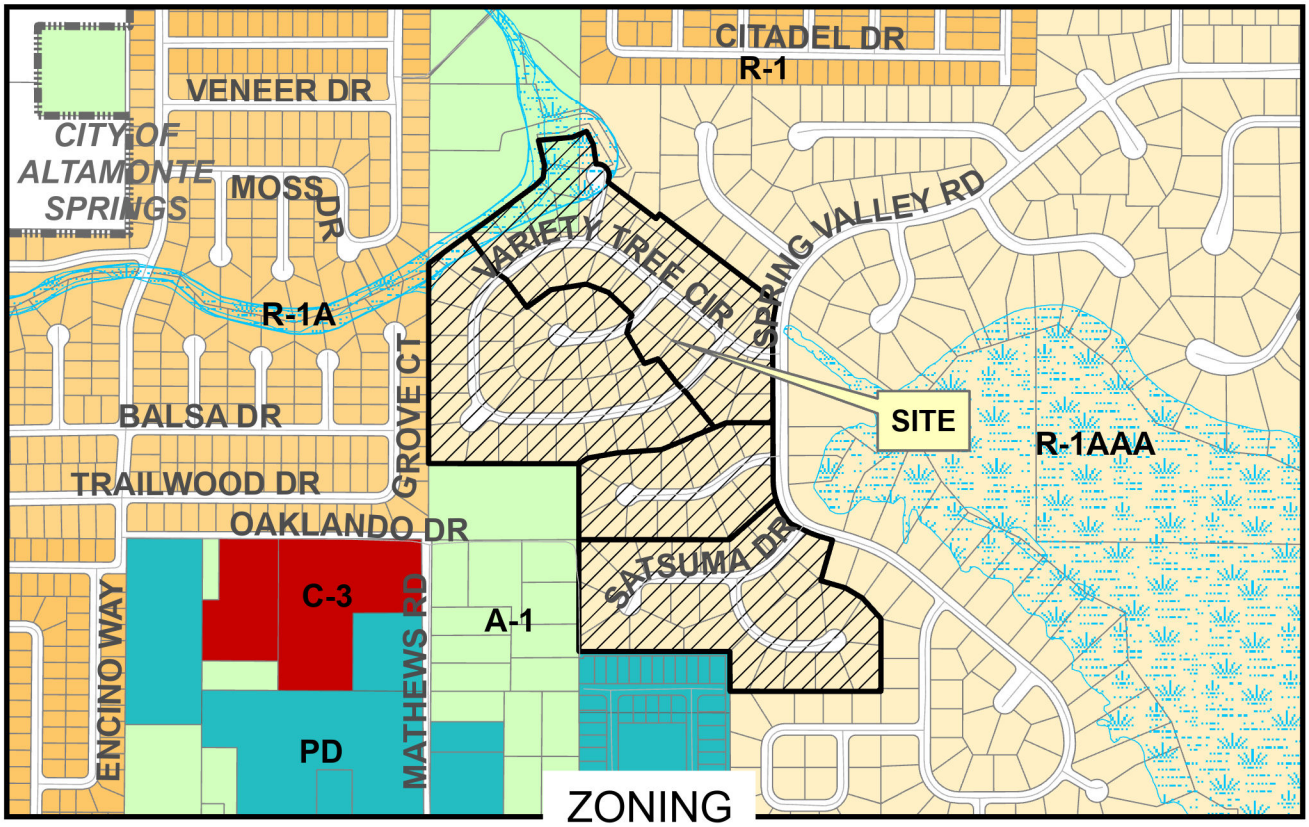
Date: 10/31/2023

Name SVF-Aerial

The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.



Site | CONS | Municipality | HDR | IND | LDR | PD



Date: 10/31/2023

Name SVF

Site | CONS | Municipality | A-1 | R-1AAA | R-1A | R-1 | C-3 | PD

PLAT BOOK 14
AND PAGE 96

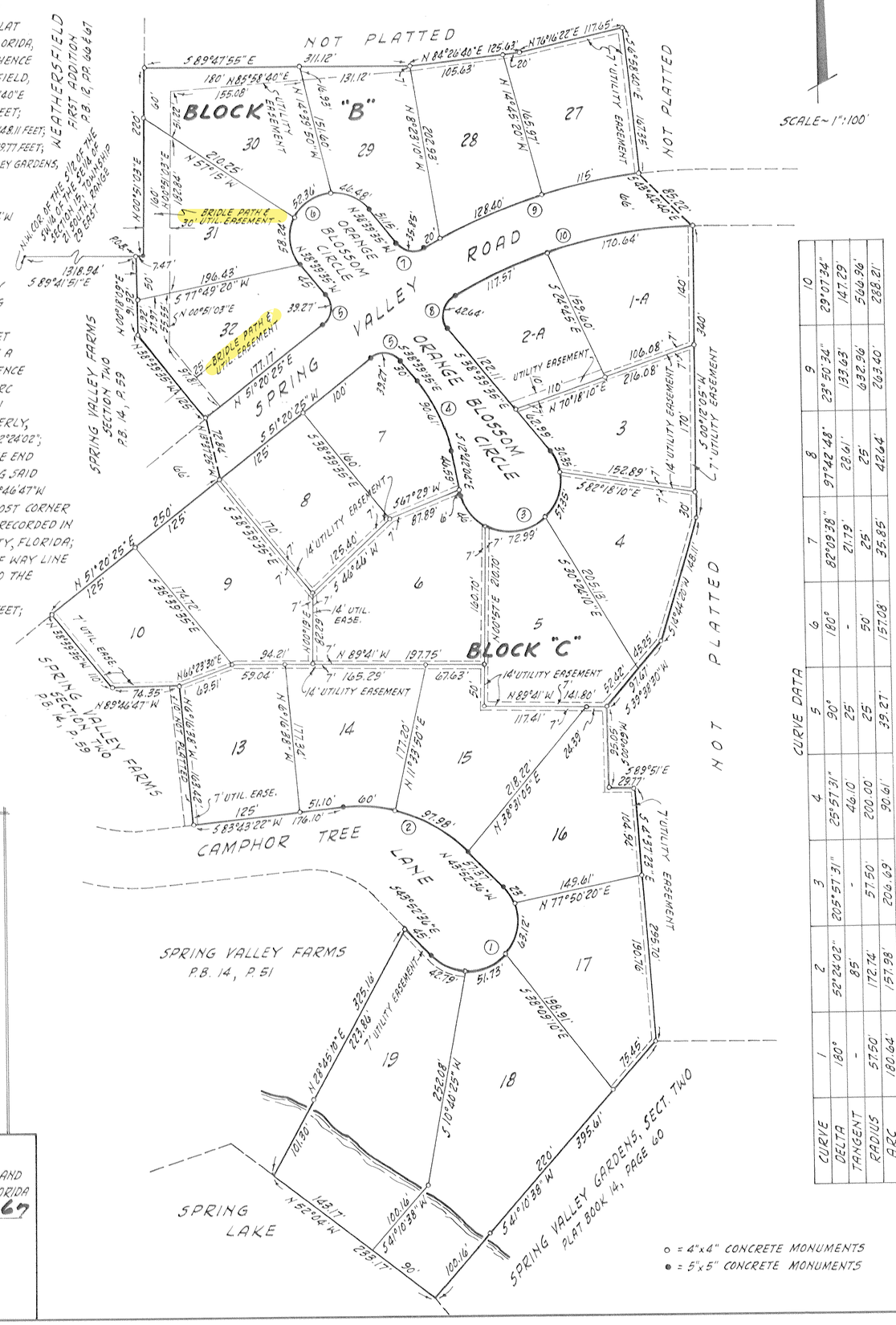
Spring Valley Farms

Section Three

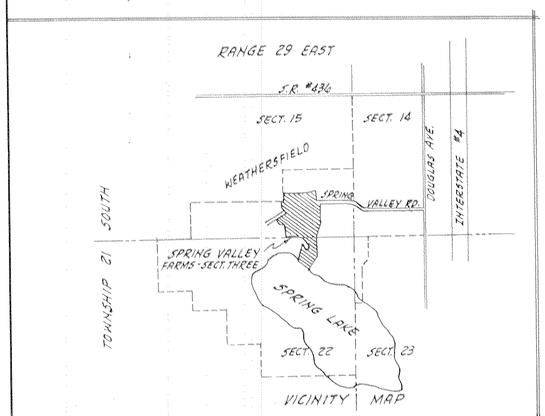
Seminole County, Florida

DESCRIPTION

THAT PART OF SECTIONS 15 AND 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST WHICH IS DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, RUN S 89°41'51"E 1318.94 FEET ALONG THE NORTH BOUNDARY OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTH BOUNDARY OF "WEATHERSFIELD, FIRST ADDITION" AS RECORDED IN PLAT BOOK 12, PAGES 66 AND 67, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, FOR THE POINT OF BEGINNING: RUN THENCE S 89°41'51"E 7.47 FEET; THENCE N 00°51'03"E 220.00 FEET ALONG THE BOUNDARY OF SAID "WEATHERSFIELD, FIRST ADDITION"; THENCE S 89°47'55"E 311.12 FEET; THENCE N 84°26'40"E 125.63 FEET; THENCE N 76°16'22"E 117.65 FEET; THENCE S 6°58'40"E 167.35 FEET; THENCE S 43°42'40"E 85.22 FEET; THENCE S 00°12'05"W 340 FEET; THENCE S 14°44'20"W 148.11 FEET; THENCE S 39°38'30"W 97.67 FEET; THENCE S 00°09"W 95.05 FEET; THENCE S 89°51'E 29.77 FEET; THENCE S 4°37'23"E 295.70 FEET TO A POINT ON THE WESTERLY BOUNDARY OF "SPRING VALLEY GARDENS, SECTION TWO" AS RECORDED IN PLAT BOOK 14, PAGE 60, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S 41°10'38"W 395.61 FEET ALONG SAID WESTERLY BOUNDARY: THENCE N 52°04'W 233.17 FEET TO THE SOUTHEAST CORNER OF LOT 20, BLOCK "C", OF "SPRING VALLEY FARMS" AS RECORDED IN PLAT BOOK 14, PAGE 51, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N 28°45'10"E 325.16' TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CAMPHOR TREE LANE AS SHOWN ON SAID PLAT OF "SPRING VALLEY FARMS"; THENCE ALONG SAID RIGHT OF WAY LINE WITH THE FOLLOWING COURSES AND DISTANCES: S 43°52'36"E 45.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 57.50 FEET AND AN INTERSECTION ANGLE OF 180°; THENCE SOUTHERLY, EASTERLY AND NORTHERLY 180.64 FEET ALONG THE ARC OF SAID CURVE TO THE END OF SAID CURVE; THENCE N43°52'36"W 57.37 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 172.74 FEET AND AN INTERSECTION ANGLE OF 52°24'02"; THENCE WESTERLY 157.98 FEET ALONG THE ARC OF SAID CURVE TO THE END OF SAID CURVE; THENCE S83°43'22"W 176.10 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN N 6°16'38"W 163.42 FEET; THENCE N 89°46'47"W 74.35 FEET; THENCE N 38°39'35"W 110.00 FEET TO THE NORTHERNMOST CORNER OF LOT 1, BLOCK "C", "SPRING VALLEY FARMS, SECTION TWO" AS RECORDED IN PLAT BOOK 14, PAGE 59, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N 51°20'25"E 250.00 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SPRING VALLEY ROAD; THENCE N 13°37'25"W 72.84 FEET TO THE EASTERNMOST CORNER OF LOT 1, BLOCK "A" OF SAID "SPRING VALLEY FARMS, SECTION TWO"; THENCE N 38°39'35"W 125.00 FEET; THENCE N 00°18'09"E 91.92 FEET TO THE POINT OF BEGINNING. REPLATTING LOT 19, BLOCK "C", "SPRING VALLEY FARMS" AS RECORDED IN PLAT BOOK 14, PAGE 51, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



CURVE DATA										
CURVE	1	2	3	4	5	6	7	8	9	10
DELTA	180°	52°24'02"	20°57'31"	25°57'31"	90°	180°	82°09'38"	97°42'48"	23°50'34"	29°07'34"
TANGENT	-	85'	-	46.10	25'	-	21.79'	29.61'	133.63'	147.29
RADIUS	57.50'	172.74'	57.50	200.00'	25'	50'	25'	25'	632.96'	566.96'
ARC	180.64'	157.98'	206.69	90.61'	39.27'	157.08'	35.85'	42.64'	263.40'	288.21'



CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON August 17, 1967 AT 4:11 PM FILE No. 023283

Arthur H. Beckwith Jr.
CLERK OF THE CIRCUIT COURT
IN AND FOR SEMINOLE COUNTY, FLORIDA

JOB #15023

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the STREETS AND EASEMENTS shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on JULY 25, 1967.

SPRING VALLEY FARMS, INC.

By W. A. Knox
President

Attest:
Evelyn Beske
SECRETARY

Signed and sealed in the presence of:
R. H. Jones
G. D. Wood

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, That on JULY 25, 1967, before me, an officer duly authorized to take acknowlegments in the State and County aforesaid, personally appeared W. A. KNOX and EVELYN BESKE respectively THE President and SECRETARY of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Daniel E. Gentry
NOTARY PUBLIC
My Commission Expires MARCH 15, 1968.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT JONES AND WOOD, INCORPORATED, A CORPORATION DULY CHARTERED BY THE STATE OF FLORIDA, AND AUTHORIZED UNDER FLORIDA STATE BOARD OF ENGINEER EXAMINERS CERTIFICATE # F-001 TO PRACTICE AS A REGISTERED LAND SURVEYOR CORPORATION HAS AUTHORIZED R.H. JONES, ITS PRESIDENT, A DULY LICENSED AND REGISTERED LAND SURVEYOR, FLORIDA REGISTRATION #797, TO CERTIFY THAT ON MAY 17, 1966, THE SURVEY OF LANDS AS SHOWN ON THE FOREGOING PLAT WAS COMPLETED; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS DESCRIBED AND PLATTED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES AND THAT SAID LAND IS LOCATED IN SEMINOLE COUNTY, FLORIDA. IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON MAY 18, 1966.

JONES AND WOOD, INCORPORATED

BY: R. H. Jones PRES., REGISTRATION #797

ATTEST: G. D. Wood SEC'Y, REGISTRATION #1163

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, That on ..... the SEMINOLE County Planning & Zoning Commission approved the above plat.

.....

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Examined and Approved: ....
County Engineer Date

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on August 15, 1967 the foregoing plat was approved by the Board of County Commissioners of SEMINOLE County, Florida.

Jim Alexander
Chairman of the Board.

Attest:
Arthur H. Beckwith Jr.
Clerk of the Board.

PLAT BOOK 14
AND PAGE 84

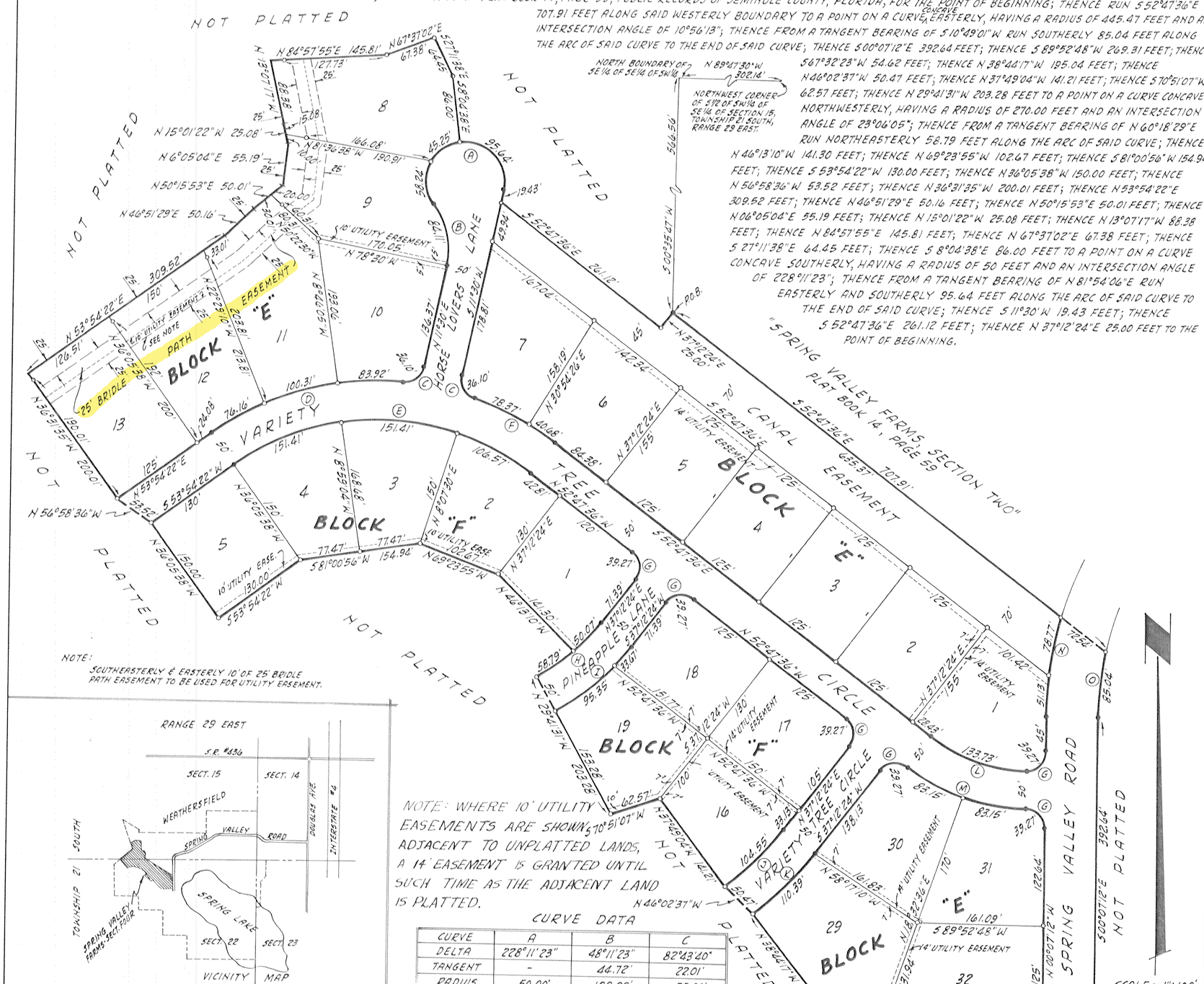
Spring Valley Farms

Section Four

Seminole County, Florida

DESCRIPTION

THAT PART OF SECTIONS 15 AND 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST, WHICH IS DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, RUN N 89°47'30"W 302.14 FEET ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE S 00°35'47"W 566.56 FEET ALONG THE WESTERLY BOUNDARY OF "SPRING VALLEY FARMS, SECTION TWO," AS RECORDED IN PLAT BOOK 14, PAGE 59, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE RUN S 52°47'36"E 707.91 FEET ALONG SAID WESTERLY BOUNDARY TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 445.47 FEET AND AN INTERSECTION ANGLE OF 10°56'13"; THENCE FROM A TANGENT BEARING OF S 10°49'01"W RUN SOUTHERLY 85.04 FEET ALONG THE ARC OF SAID CURVE TO THE END OF SAID CURVE; THENCE S 00°07'12"E 392.64 FEET; THENCE S 89°52'48"W 269.31 FEET; THENCE S 67°32'23"W 54.62 FEET; THENCE N 38°44'17"W 195.04 FEET; THENCE N 46°02'37"W 50.47 FEET; THENCE N 37°49'04"W 141.21 FEET; THENCE S 70°51'07"W 62.57 FEET; THENCE N 29°41'31"W 203.28 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 270.00 FEET AND AN INTERSECTION ANGLE OF 23°06'05"; THENCE FROM A TANGENT BEARING OF N 60°18'29"E RUN NORTHEASTERLY 58.79 FEET ALONG THE ARC OF SAID CURVE; THENCE N 46°13'10"W 141.30 FEET; THENCE N 69°23'55"W 102.67 FEET; THENCE S 81°00'56"W 154.94 FEET; THENCE S 53°54'22"W 130.00 FEET; THENCE N 36°05'38"W 150.00 FEET; THENCE N 56°58'36"W 53.52 FEET; THENCE N 36°31'35"W 200.01 FEET; THENCE N 53°54'22"E 309.52 FEET; THENCE N 46°51'29"E 50.16 FEET; THENCE N 50°15'53"E 50.01 FEET; THENCE N 06°05'04"E 55.19 FEET; THENCE N 15°01'22"W 25.08 FEET; THENCE N 13°07'17"W 88.38 FEET; THENCE N 84°57'55"E 145.81 FEET; THENCE N 67°37'02"E 67.38 FEET; THENCE S 27°11'38"E 64.45 FEET; THENCE S 8°04'38"E 86.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 50 FEET AND AN INTERSECTION ANGLE OF 228°11'23"; THENCE FROM A TANGENT BEARING OF N 81°54'06"E RUN EASTERLY AND SOUTHERLY 95.64 FEET ALONG THE ARC OF SAID CURVE TO THE END OF SAID CURVE; THENCE S 11°30'W 19.43 FEET; THENCE S 52°47'36"E 261.12 FEET; THENCE N 37°12'24"E 25.00 FEET TO THE POINT OF BEGINNING.



NOTE:
SOUTHEASTERLY & EASTERLY 10' OF 25' BRIDLE PATH EASEMENT TO BE USED FOR UTILITY EASEMENT.

NOTE: WHERE 10' UTILITY EASEMENTS ARE SHOWN ADJACENT TO UNPLATTED LANDS, A 14' EASEMENT IS GRANTED UNTIL SUCH TIME AS THE ADJACENT LAND IS PLATTED.

CURVE DATA

CURVE	A	B	C
DELTA	228°11'23"	48°11'23"	82°43'40"
TANGENT	-	44.72'	22.01'
RADIUS	50.00'	100.00'	25.00'
ARC	199.13'	84.11'	36.10'

CURVE	D	E	F	G
DELTA	40°19'18"	73°18'02"	18°26'04"	90°00'00"
TANGENT	135.85'	238.09'	60.04'	25.00'
RADIUS	370.00'	320.00'	370.00'	25.00'
ARC	260.39'	409.39'	119.05'	39.27'

CURVE	H	I	J	K	L	M	N	O
DELTA	23°06'05"	23°06'05"	14°58'32"	14°03'19"	37°19'36"	37°19'36"	14°33'05"	10°56'13"
TANGENT	55.18'	65.40'	52.57'	55.47'	69.34'	86.22'	65.30'	42.65'
RADIUS	270.00'	320.00'	400.00'	450.00'	205.28'	255.28'	511.47'	445.47'
ARC	108.86'	129.02'	104.55'	110.39'	133.73'	166.30'	129.90'	85.04'

○ = 4"x4" CONCRETE MONUMENTS
● = 5"x5" CONCRETE MONUMENTS

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON JAN 19, 1967 AT 10:32 AM FILE No. 012312

Arthur H. Beckwith Jr.
CLERK OF THE CIRCUIT COURT
IN AND FOR SEMINOLE COUNTY, FLORIDA

JOB #15274

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the STREETS AND EASEMENTS shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on JANUARY 16, 1967

SPRING VALLEY FARMS, INC.
By W. A. Knox
President

Attest: William W. Austin
SECRETARY

Signed and sealed in the presence of:
S. Fletcher Fleming III
Kay Pickelson

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on JANUARY 16, 1967, before me, an officer duly authorized to take acknowlegments in the State and County aforesaid, personally appeared W. A. KNOX and WILLIAM W. AUSTIN respectively THE President and SECRETARY of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Kay Pickelson
NOTARY PUBLIC
My Commission Expires June 17, 1970

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT JONES AND WOOD, INCORPORATED, A CORPORATION DULY CHARTERED BY THE STATE OF FLORIDA, AND AUTHORIZED UNDER FLORIDA STATE BOARD OF ENGINEER EXAMINERS CERTIFICATE # F-001 TO PRACTICE AS A REGISTERED LAND SURVEYOR CORPORATION HAS AUTHORIZED R.H. JONES, ITS PRESIDENT, A DULY LICENSED AND REGISTERED LAND SURVEYOR, FLORIDA REGISTRATION #797, TO CERTIFY THAT ON JANUARY 16, 1967, THE SURVEY OF LANDS AS SHOWN ON THE FOREGOING PLAT WAS COMPLETED; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS DESCRIBED AND PLATTED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES AND THAT SAID LAND IS LOCATED IN SEMINOLE COUNTY, FLORIDA. IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON JANUARY 16, 1967.

JONES AND WOOD, INCORPORATED
BY: R. H. Jones PRES., REGISTRATION #797
ATTEST: G. E. Wood SEC'Y, REGISTRATION #1153

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, That on ..... the Seminole County Planning & Zoning Commission approved the above plat.

.....

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Examined and Approved: .....
County Engineer Date

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on Jan 17, 1967 the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

.....
Chairman of the Board.

Attest: Arthur H. Beckwith Jr.
Clerk of the Board.

PLAT BOOK 14
AND PAGE 85

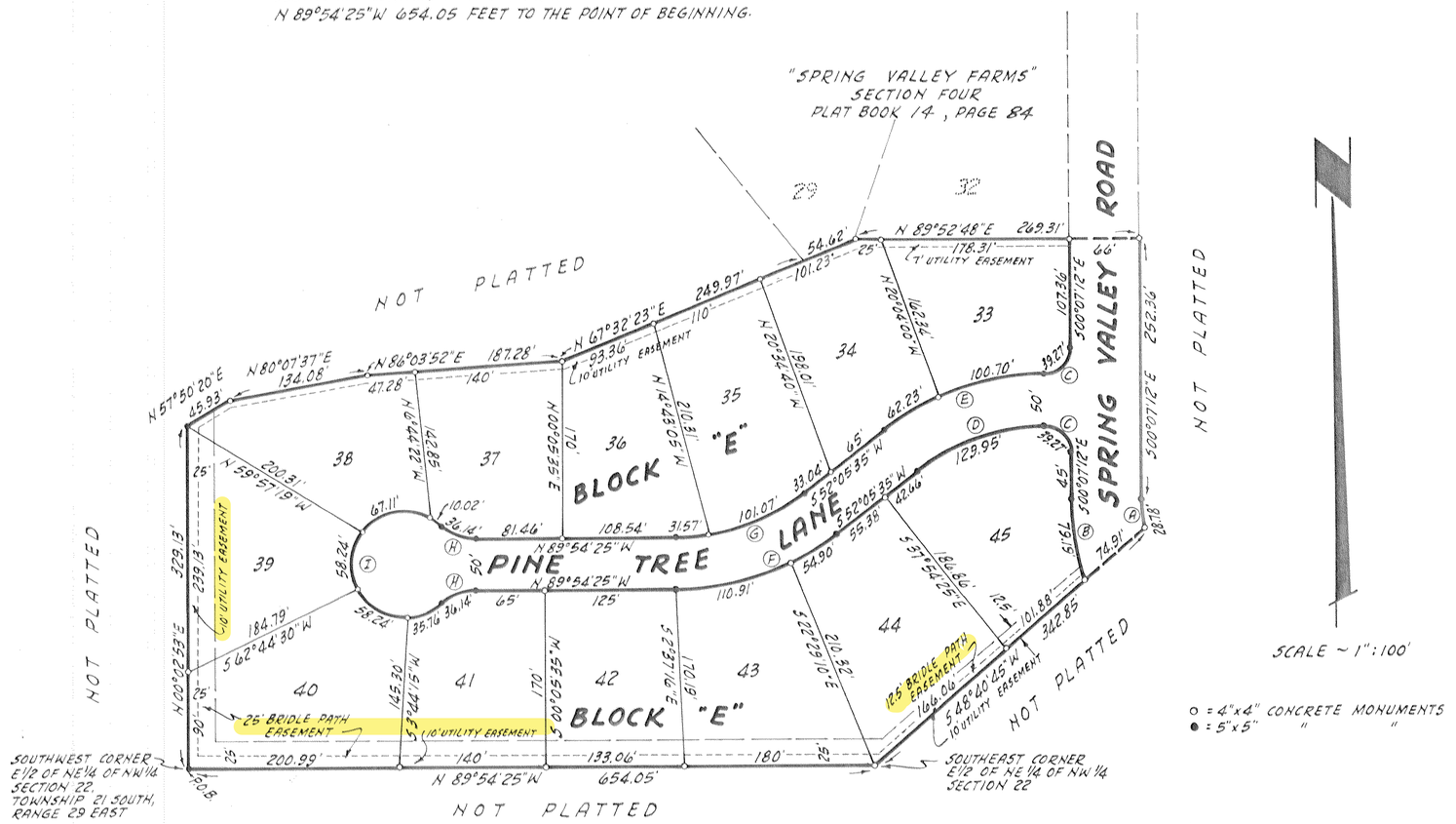
Spring Valley Farms

Section Five

Seminole County, Florida

DESCRIPTION

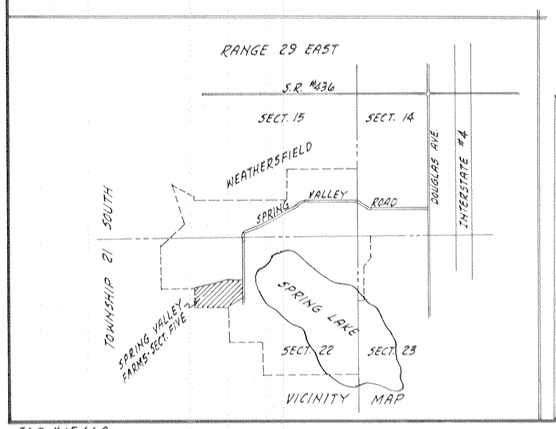
BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST, RUN N 00°02'53"E 329.13 FEET ALONG THE WEST BOUNDARY OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE N 57°50'20"E 45.93 FEET; THENCE N 80°07'37"E 134.08 FEET; THENCE N 86°03'52"E 187.28 FEET; THENCE N 67°32'23"E 249.97 FEET TO THE SOUTHERNMOST CORNER OF LOT 29, BLOCK "E", "SPRING VALLEY FARMS, SECTION FOUR", AS RECORDED IN PLAT BOOK 14, PAGE 84, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID "SPRING VALLEY FARMS, SECTION FOUR" WITH THE FOLLOWING COURSES AND DISTANCES: N 67°32'23"E 54.62 FEET; THENCE N 89°52'48"E 269.31 FEET; THENCE LEAVING SAID SOUTHERLY BOUNDARY RUN S 00°07'12"E 252.36 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET AND AN INTERSECTION ANGLE OF 8°14'37"; THENCE SOUTHERLY 28.78 FEET ALONG THE ARC OF SAID CURVE TO THE END OF SAID CURVE; THENCE S 48°40'45"W 342.85 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE N 89°54'25"W 654.05 FEET TO THE POINT OF BEGINNING.



SCALE ~ 1":100'

○ = 4"x4" CONCRETE MONUMENTS
● = 5"x5" " "

NOTE: WHERE 10' UTILITY EASEMENTS ARE SHOWN ADJACENT TO UNPLATTED LANDS, A 14' EASEMENT IS GRANTED UNTIL SUCH TIME AS THE ADJACENT LAND IS PLATTED.



VICINITY MAP

CURVE	A
DELTA	8°14'37"
TANGENT	14.41'
RADIUS	200.00'
ARC	28.78'

CURVE	B	C	D	E
DELTA	17°03'24"	90°00'00"	37°47'13"	37°47'13"
TANGENT	39.89'	25.00'	67.44'	84.55'
RADIUS	266.00'	25.00'	197.05'	247.05'
ARC	79.19'	39.27'	129.95'	162.93'
CURVE	F	G	H	I
DELTA	38°00'00"	38°00'00'	41°24'35"	262°49'10"
TANGENT	86.08'	68.87'	18.90'	∝
RADIUS	250.00'	200.00'	50.00'	50.00'
ARC	165.81'	132.65'	36.14'	229.37'

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON JAN 19, 1967 AT 10:32 AM FILE No. 012313

Arthur H. Beckwith Jr.
CLERK OF THE CIRCUIT COURT
IN AND FOR SEMINOLE COUNTY, FLORIDA

JOB #15468

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the STREETS AND EASEMENTS shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on JANUARY 16, 1967.

SPRING VALLEY FARMS, INC.

By W. A. Knox
President

Attest: William W. Austin
SECRETARY

Signed and sealed in the presence of:
A. Albert Fleming III
Kay Ricketson

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on JANUARY 16, 1967, before me, an officer duly authorized to take acknowlegments in the State and County aforesaid, personally appeared W. A. KNOX and WILLIAM W. AUSTIN respectively THE President and SECRETARY of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Kay Ricketson
NOTARY PUBLIC
My Commission Expires June 17, 1970

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT JONES AND WOOD, INCORPORATED, A CORPORATION DULY CHARTERED BY THE STATE OF FLORIDA, AND AUTHORIZED UNDER FLORIDA STATE BOARD OF ENGINEER EXAMINERS CERTIFICATE # F-001 TO PRACTICE AS A REGISTERED LAND SURVEYOR CORPORATION HAS AUTHORIZED R.H. JONES, ITS PRESIDENT, A DULY LICENSED AND REGISTERED LAND SURVEYOR, FLORIDA REGISTRATION #797, TO CERTIFY THAT ON NOVEMBER 21, 1966, THE SURVEY OF LANDS AS SHOWN ON THE FOREGOING PLAT WAS COMPLETED; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS DESCRIBED AND PLATTED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES AND THAT SAID LAND IS LOCATED IN SEMINOLE COUNTY, FLORIDA. IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON JANUARY 16, 1967.

JONES AND WOOD, INCORPORATED
BY: R. H. Jones PRES., REGISTRATION #797
ATTEST: [illegible] SEC'Y, REGISTRATION #1153

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, That on ..... the Seminole County Planning & Zoning Commission approved the above plat.

.....

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Examined and Approved: ....
County Engineer Date

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on JAN 17, 1967 the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

Chairman of the Board.

Attest: Arthur H. Beckwith Jr.
Clerk of the Board.

PLAT BOOK 15
AND PAGE 9

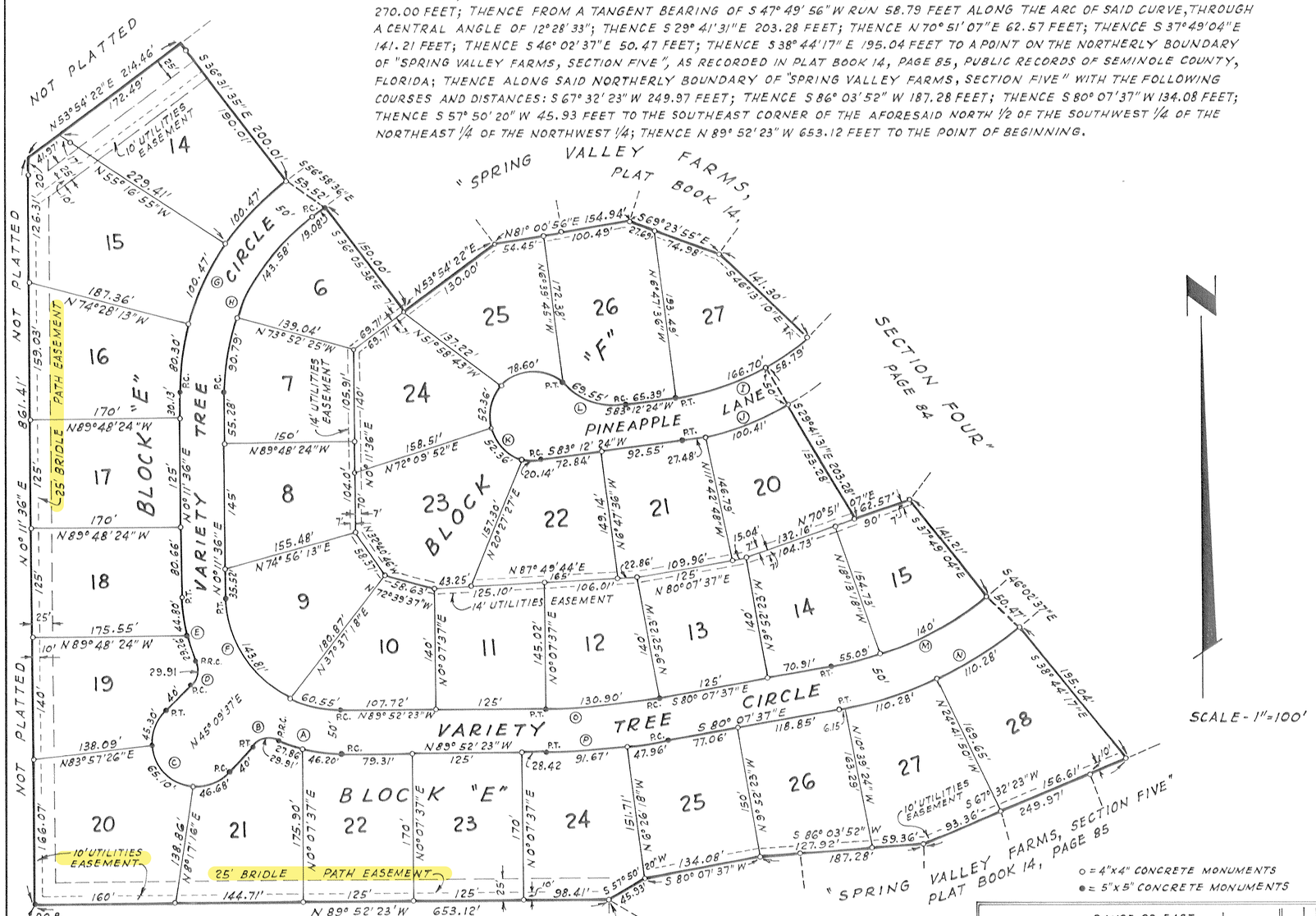
Spring Valley Farms

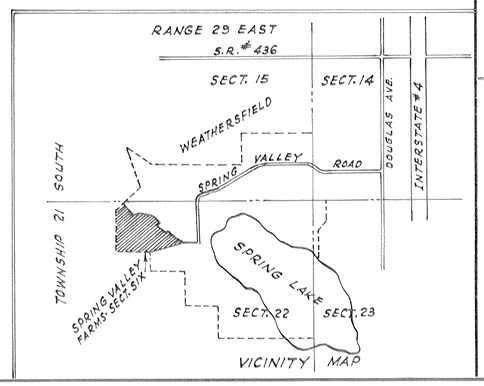
Section Six

Seminole County, Florida

DESCRIPTION

THAT PART OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST, WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, RUN N00°11'36" E 861.41 FEET ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE N53°54'22"E 214.46 FEET TO THE NORTHWESTERLY CORNER OF LOT 13, BLOCK "E", "SPRING VALLEY FARMS, SECTION FOUR" AS RECORDED IN PLAT BOOK 14, PAGE 84, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID "SPRING VALLEY FARMS, SECTION FOUR" WITH THE FOLLOWING COURSES AND DISTANCES: S 36°31'35"E 200.01 FEET; THENCE S 56°58'36"E 53.52 FEET; THENCE S 36°05'38"E 150.00 FEET; THENCE N53°54'22"E 130.00 FEET; THENCE N81°00'56"E 154.94 FEET; THENCE S 69°23'55"E 102.67 FEET; THENCE S 46°13'10"E 141.30 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTLY, HAVING A RADIUS OF 270.00 FEET; THENCE FROM A TANGENT BEARING OF S 47°49'56"W RUN 58.79 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°28'33"; THENCE S 29°41'31"E 203.28 FEET; THENCE N 70°51'07"E 62.57 FEET; THENCE S 37°49'04"E 141.21 FEET; THENCE S 46°02'37"E 50.47 FEET; THENCE S 38°44'17"E 195.04 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF "SPRING VALLEY FARMS, SECTION FIVE", AS RECORDED IN PLAT BOOK 14, PAGE 85, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY OF "SPRING VALLEY FARMS, SECTION FIVE" WITH THE FOLLOWING COURSES AND DISTANCES: S 67°32'23"W 249.97 FEET; THENCE S 86°03'52"W 187.28 FEET; THENCE S 80°07'37"W 134.08 FEET; THENCE S 57°50'20"W 45.93 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE N 89°52'23"W 653.12 FEET TO THE POINT OF BEGINNING.





CURVE	DELTA	TANGENT	RADIUS	ARC
A	23°34' 23"	37.56'	180.00'	74.06'
B	68°32' 24"	17.04'	25.00'	29.91'
C	180°00'00"	—	50.00'	157.08'
D	68°32' 24"	17.04'	25.00'	29.91'
E	23°34'23"	37.56'	180.00'	74.06'
F	90°03'59"	130.15'	130.00'	204.35'
G	53°42'46"	151.91'	300.00'	281.24'
H	53°42'46"	126.59'	250.00'	234.37'
I	35°22'28"	86.10'	270.00'	166.70'
J	22°53'55"	64.81'	320.00'	127.89'
K	233°08'03"	—	50.00'	203.46'
L	53°08'03"	37.50'	75.00'	69.55'
M	27°56'41"	99.53'	400.00'	195.09'
N	28°51'54"	115.81'	450.00'	226.71'
O	10°00'00'	65.62'	750.00'	130.90'
P	10°00'00'	69.99'	800.00'	139.63'

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON 1-24-68 AT 11:23 A.M. FILE No. 031385

Arthur H. Beckwith Jr.
CLERK OF THE CIRCUIT COURT
IN AND FOR SEMINOLE COUNTY, FLORIDA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the STREETS AND EASEMENTS shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on JANUARY 4, 1968.

SPRING VALLEY FARMS, INC.

By W. A. Knox
President

Attest: Evelyn Beske
SECRETARY

Signed and sealed in the presence of:
Katherine B. Singleton
David E. Gentry

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on JANUARY 4, 1968, before me, an officer duly authorized to take acknowlegments in the State and County aforesaid, personally appeared W. A. KNOX and EVELYN BESKE respectively THE President and THE SECRETARY of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

David E. Gentry
NOTARY PUBLIC
My Commission Expires MARCH 15, 1968

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT JONES AND WOOD, INCORPORATED, A CORPORATION DULY CHARTERED BY THE STATE OF FLORIDA, AND AUTHORIZED UNDER FLORIDA STATE BOARD OF ENGINEER EXAMINERS CERTIFICATE # F-001 TO PRACTICE AS A REGISTERED LAND SURVEYOR CORPORATION HAS AUTHORIZED R.H. JONES, ITS PRESIDENT, A DULY LICENSED AND REGISTERED LAND SURVEYOR, FLORIDA REGISTRATION # 797, TO CERTIFY THAT ON JANUARY 3, 1968, THE SURVEY OF LANDS AS SHOWN ON THE FOREGOING PLAT WAS COMPLETED; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS DESCRIBED AND PLATTED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES AND THAT SAID LAND IS LOCATED IN SEMINOLE COUNTY, FLORIDA. IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON JANUARY 3, 1968.

JONES AND WOOD, INCORPORATED
BY: R.H. Jones PRES., REGISTRATION # 797
ATTEST: [illegible] SEC'Y, REGISTRATION # 1153

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, That on ..... the Orange County Planning & Zoning Commission approved the above plat.

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Examined and Approved: .....
County Engineer Date

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on 1-23-68 the foregoing plat was approved by the Board of County Commissioners of Orange County, Florida.

Chairman of the Board.

Attest: Arthur H. Beckwith Jr.
Clerk of the Board.

PLAT BOOK 15
AND PAGE 20

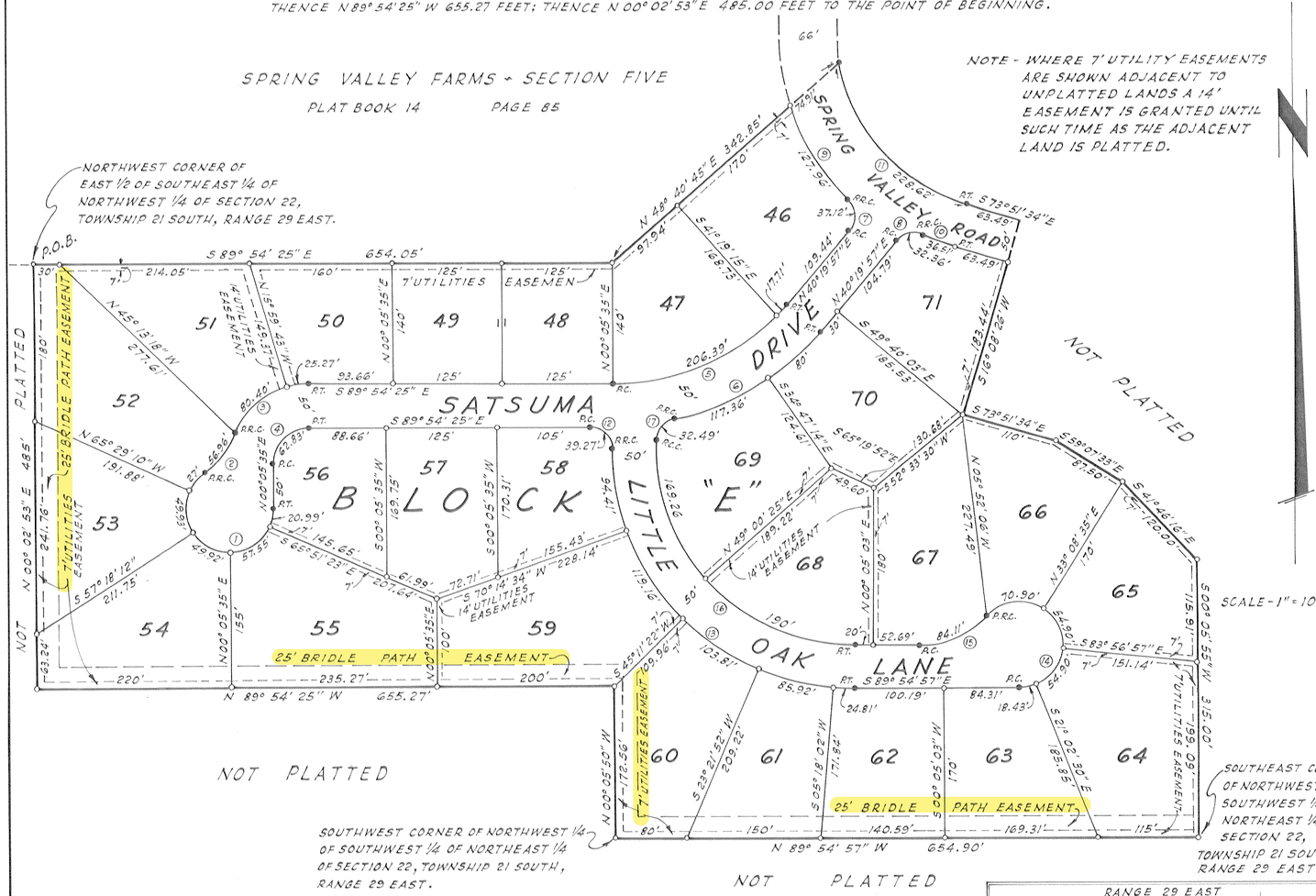
Spring Valley Farms

Section Seven

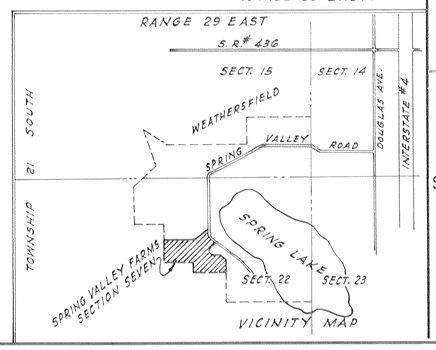
Seminole County, Florida

DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22 TOWNSHIP 21 SOUTH, RANGE 29 EAST, RUN S 89° 54' 25" E 654.05 FEET ALONG THE SOUTHERLY BOUNDARY OF "SPRING VALLEY FARMS, SECTION FIVE", AS RECORDED IN PLAT BOOK 14, PAGE 85, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE N 48° 40' 45" E 342.85 FEET ALONG SAID SOUTHERLY BOUNDARY TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF S 8° 21' 49" E, RUN SOUTHEASTERLY 228.62 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65° 29' 45" TO THE END OF SAID CURVE, THENCE S 73° 51' 34" E 63.49 FEET; THENCE S 16° 08' 26" W 233.44 FEET; THENCE S 73° 51' 34" E 110.00 FEET; THENCE S 59° 07' 33" E 87.50 FEET; THENCE S 41° 46' 16" E 120.00 FEET; THENCE S 00° 05' 55" W 315.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N 89° 54' 57" W 654.90 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE N 00° 05' 50" W 172.56 FEET; THENCE N 89° 54' 25" W 655.27 FEET; THENCE N 00° 02' 53" E 485.00 FEET TO THE POINT OF BEGINNING.



CURVE	DELTA	TANGENT	RADIUS	ARC
1	235° 21' 52"	—	50.00'	205.39'
2	32° 38' 01"	29.27'	100.00'	56.96'
3	67° 16' 09"	59.87'	90.00'	105.67'
4	90° 00' 00"	40.00'	40.00'	62.83'
5	49° 45' 38"	119.67'	258.04'	224.10'
6	36° 42' 35"	102.20'	308.04'	197.36'
7	85° 04' 16"	22.94'	25.00'	37.12'
8	74° 10' 28"	18.90'	25.00'	32.36'
9	27° 33' 43"	65.24'	266.00'	127.96'
10	8° 21' 59"	18.29'	250.00'	36.51'
11	65° 29' 45"	128.63'	200.00'	228.62'
12	90° 00' 00"	25.00'	25.00'	39.27'
13	90° 00' 32"	272.56'	272.52'	428.11'
14	228° 11' 28"	—	50.00'	199.13'
15	48° 11' 28"	44.72'	100.00'	84.11'
16	92° 30' 19"	232.47'	222.52'	359.26'
17	74° 27' 10"	18.99'	25.00'	32.49'



CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND FILED FOR RECORD ON 5-16-68 AT 8:36 AM. FILE NO. 038236

Arthur H. Beckwith Jr.
CLERK OF THE CIRCUIT COURT
IN AND FOR SEMINOLE COUNTY, FLORIDA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the STREETS AND EASEMENTS shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on APRIL 17, 1968

SPRING VALLEY FARMS, INC.
By W. A. Knox
President

Attest:
Evelyn Beske
SECRETARY

Signed and sealed in the presence of:
Katherine B. Singleton
David E. Gentry

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, That on APRIL 17, 1968, before me, an officer duly authorized to take acknowlegments in the State and County aforesaid, personally appeared W. A. KNOX and EVELYN BESKE respectively THE President and THE SECRETARY of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

David E. Gentry
NOTARY PUBLIC
My Commission Expires MARCH 15, 1972

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT JONES AND WOOD, INCORPORATED, A CORPORATION DULY CHARTERED BY THE STATE OF FLORIDA, AND AUTHORIZED UNDER FLORIDA STATE BOARD OF ENGINEER EXAMINERS CERTIFICATE #F-001 TO PRACTICE AS A REGISTERED LAND SURVEYOR CORPORATION HAS AUTHORIZED R.H. JONES, ITS PRESIDENT, A DULY LICENSED AND REGISTERED LAND SURVEYOR, FLORIDA REGISTRATION #797, TO CERTIFY THAT ON APRIL 17, 1968, THE SURVEY OF LANDS AS SHOWN ON THE FOREGOING PLAT WAS COMPLETED; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS DESCRIBED AND PLATTED; AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES AND THAT SAID LAND IS LOCATED IN SEMINOLE COUNTY, FLORIDA. IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON APRIL 17, 1968.

JONES AND WOOD, INCORPORATED
BY: R. H. Jones PRES., REGISTRATION #797
ATTEST: R. H. Wood SEC'Y, REGISTRATION #1153

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, That on ..... the Seminole County Planning & Zoning Commission approved the above plat.

.....

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Examined and Approved: ....
County Engineer Date

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on May 14, 1968 the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

Chairman of the Board.

Attest:
Arthur H. Beckwith Jr.
Clerk of the Board.

PLAT BOOK 15
AND PAGE 49

Spring Valley Farms

Section Eight

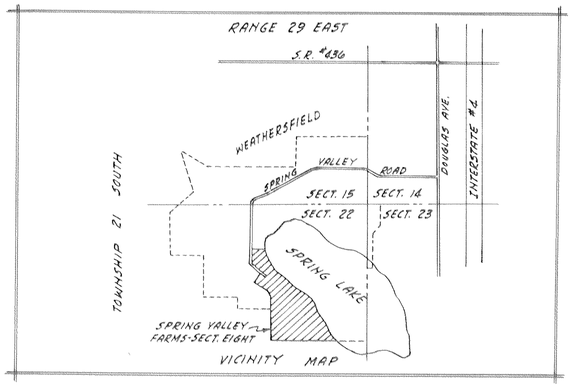
Seminole County, Florida

DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST, RUN ALONG THE EASTERLY BOUNDARY OF "SPRING VALLEY FARMS, SECTION SEVEN" AS RECORDED IN PLAT BOOK 15, PAGE 20, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, WITH THE FOLLOWING COURSES AND DISTANCES: N 00°05'55"E 315.00 FEET; THENCE N 41°46'16"W 120.00 FEET; THENCE N 59°07'33"W 87.50 FEET; THENCE N 73°51'34"W 110.00 FEET; THENCE N 16°08'26"E 233.44 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SPRING VALLEY ROAD AS DELINEATED ON SAID PLAT OF "SPRING VALLEY FARMS, SECTION SEVEN" AND ON THE PLAT OF "SPRING VALLEY FARMS, SECTION FIVE" AS RECORDED IN PLAT BOOK 14, PAGE 85, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF SPRING VALLEY ROAD WITH THE FOLLOWING COURSES AND DISTANCES: N 73°51'34"W 63.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 200.00 FEET AND AN INTERSECTION ANGLE OF 73°44'22"; THENCE NORTHERLY 257.40 FEET ALONG THE ARC OF SAID CURVE TO THE END OF SAID CURVE; THENCE N 00°07'12"W 234.59 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, RUN N 89°52'48"E 230.00 FEET; THENCE S 52°09'52"E 80.00 FEET; THENCE S 32°03'47"W 106.51 FEET; THENCE S 27°27'06"W 108.65 FEET; THENCE S 19°22'17"E 66.75 FEET; THENCE N 84°06'30"E 78.03 FEET; THENCE N 27°07'26"E 100.00 FEET; THENCE N 52°39'44"E 273.17 FEET; THENCE S 29°52'36"E 232.25 FEET; THENCE S 40°36'18"E 178.18 FEET; THENCE S 63°29'48"E 257.10 FEET; THENCE S 50°00'00"E 375.00 FEET; THENCE S 63°39'30"E 184.62 FEET; THENCE S 2°48'15"E 204.39 FEET; THENCE S 35°07'03"E 329.23 FEET; THENCE S 18°50'15"E 314.20 FEET; THENCE S 60°48'47"E 149.98 FEET; THENCE S 00°10'28"E 150.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF AFORESAID SECTION 22; THENCE S 89°58'32"W 1495.36 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE N 00°05'55"E 656.34 FEET TO THE POINT OF BEGINNING.

CURVE DATA

CURVE	DELTA	TANGENT	RADIUS	ARC
1	73°44'22"	150.00'	200.00'	257.40'
2	90°00'00"	25.00'	25.00'	39.27'
3	23°51'34"	151.44'	716.78'	298.49'
4	23°51'34"	162.00'	766.78'	319.31'
5	39°54'05"	96.44'	265.68'	185.02'
6	39°54'05"	78.29'	215.68'	150.20'
7	90°07'23"	175.00'	174.62'	274.67'
8	90°07'23"	124.89'	124.62'	196.02'
9	49°31'03"	119.91'	260.00'	224.70'
10	90°00'00"	210.00'	210.00'	329.87'
11	49°58'32"	181.48'	389.40'	339.65'
12	45°48'21"	143.39'	339.40'	271.34'
13	270°00'00"	—	50.00'	235.62'
14	20°16'31"	46.49'	260.00'	92.01'
15	79°53'47"	20.94'	25.00'	34.86'
16	300°00'00"	–	50.00'	261.80'
17	94°10'11"	25.07'	23.31'	38.31'



VICINITY MAP

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES, AND FILED FOR RECORD ON Jan 14, 1969 AT 3:33 PM FILE No 052663

Arthur H Beckwith Jr
CLERK OF THE CIRCUIT COURT
IN AND FOR SEMINOLE COUNTY, FLORIDA.

JOB # 16890

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the STREETS AND EASEMENTS shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on DECEMBER 16, 1968.

SPRING VALLEY FARMS, INC.

By W. A. Knox
President

Attest:
Evelyn Beske
SECRETARY

Signed and sealed in the presence of:
Katherine B. Singleton
Erin H. Jones

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on DECEMBER 16, 1968, before me, an officer duly authorized to take acknowlegments in the State and County aforesaid, personally appeared W. A. KNOX and EVELYN BESKE respectively THE President and SECRETARY of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

David E. Gentry
NOTARY PUBLIC
My Commission Expires MARCH 15, 1972

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT JONES AND WOOD, INCORPORATED, A CORPORATION DULY CHARTERED BY THE STATE OF FLORIDA, AND AUTHORIZED UNDER FLORIDA STATE BOARD OF ENGINEER EXAMINERS CERTIFICATE #F-001 TO PRACTICE AS A REGISTERED LAND SURVEYOR CORPORATION HAS AUTHORIZED R.H. JONES, ITS PRESIDENT, A DULY LICENSED AND REGISTERED LAND SURVEYOR, FLORIDA REGISTRATION #797, TO CERTIFY THAT ON NOVEMBER 29, 1968, THE SURVEY OF LANDS AS SHOWN ON THE FOREGOING PLAT WAS COMPLETED; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS DESCRIBED AND PLATTED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES AND THAT SAID LAND IS LOCATED IN SEMINOLE COUNTY, FLORIDA. IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON NOVEMBER 29, 1968.
JONES AND WOOD, INCORPORATED

BY: R.H. Jones PRES., REGISTRATION #797
ATTEST: G.D. Wood SEC'Y, REGISTRATION #1153

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, That on ..... the SEMINOLE County Planning & Zoning Commission approved the above plat.

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

Examined and Approved: .....
County Engineer Date

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on ..... the foregoing plat was approved by the Board of County Commissioners of SEMINOLE County, Florida.

John Alexander
Chairman of the Board.

Attest:
Arthur H Beckwith Jr
Clerk of the Board

SHEET 1 OF 2 SHEETS

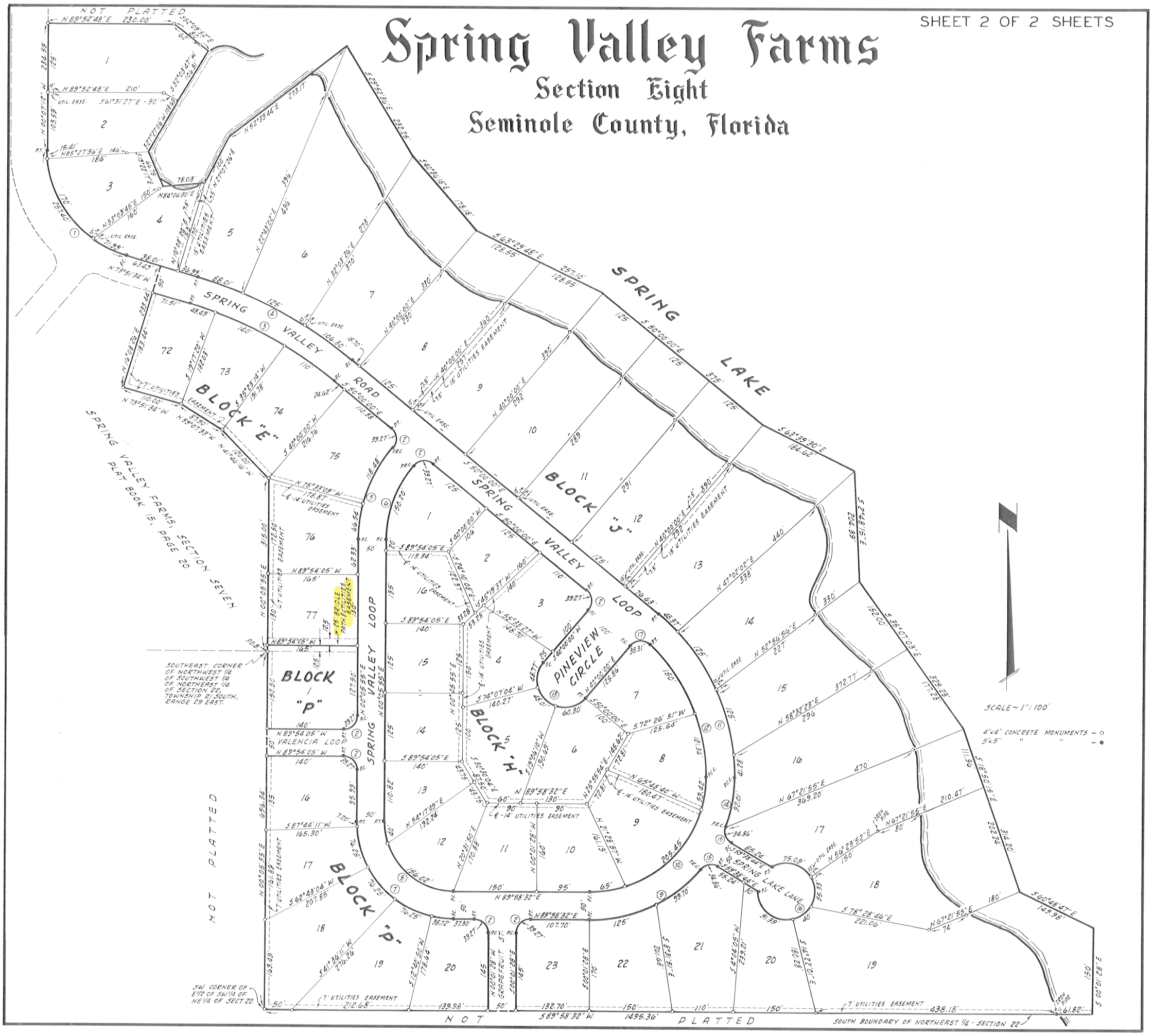
PLAT BOOK 15
AND PAGE 50

SHEET 2 OF 2 SHEETS

Spring Valley Farms

Section Eight

Seminole County, Florida



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

County Manager and Staff Briefings

Board of County Commission Meeting

November 14, 2023

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Staff Briefing

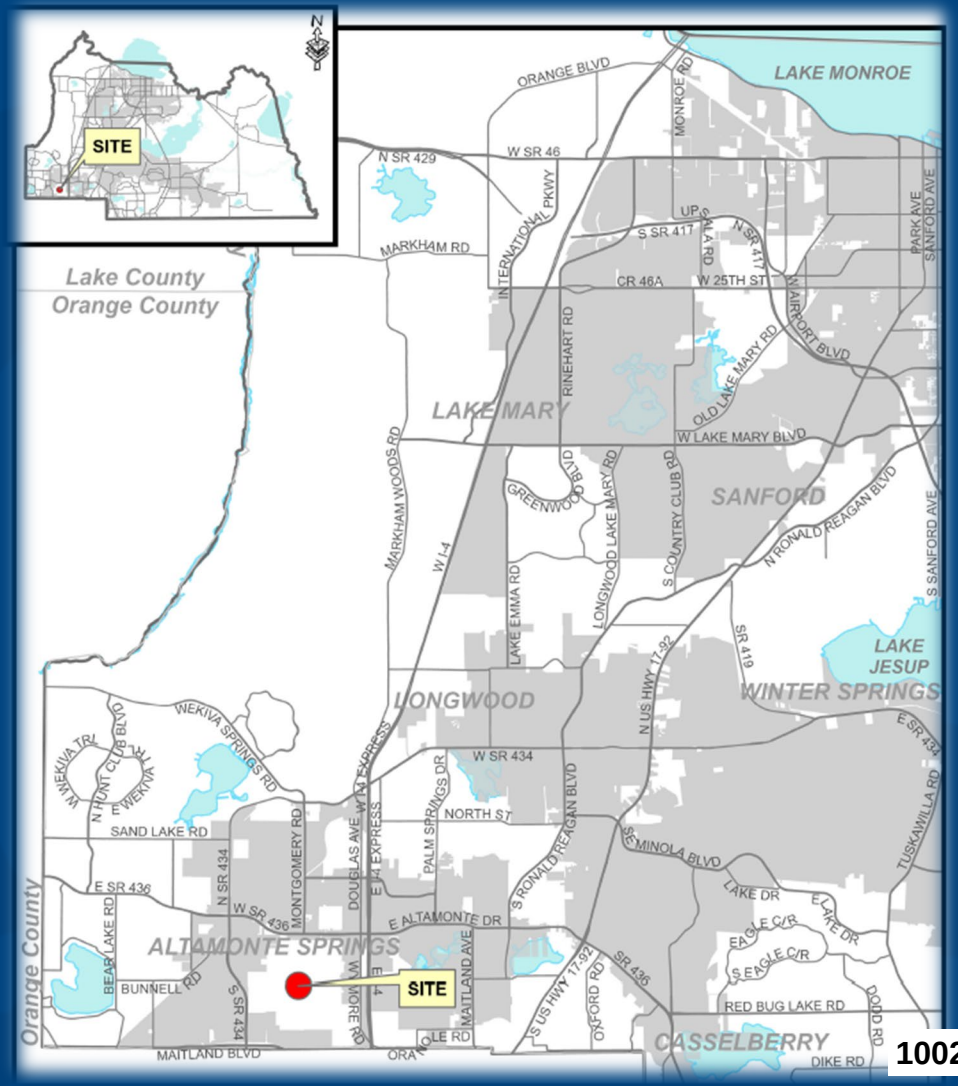
Spring Valley Farms Bridle Path Easement

Board of County Commission Meeting

November 14, 2023

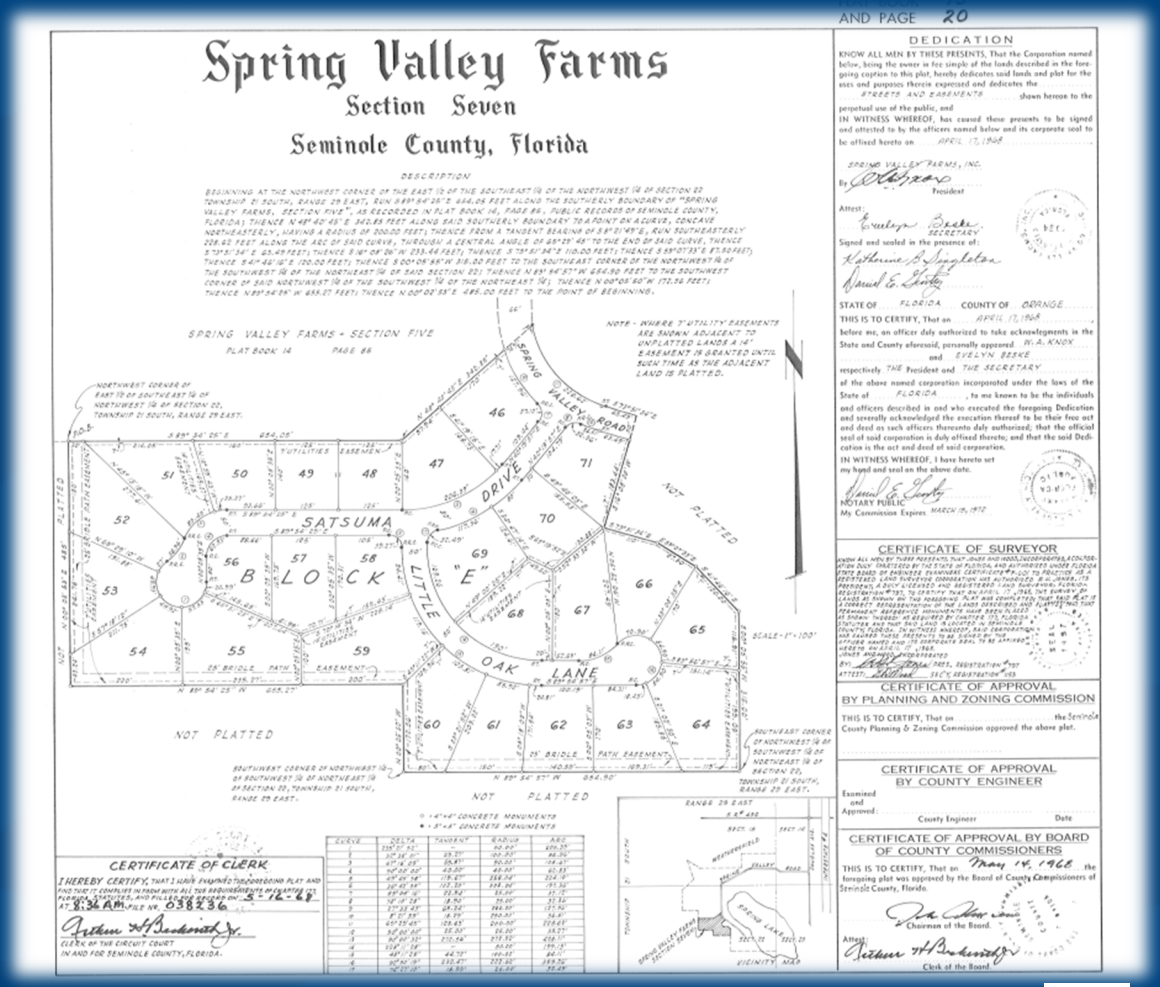
Subject

- Commissioner Constantine's Request to evaluate an administrative vacate of the Spring Valley Farms Bridle Path Easements
- The Spring Valley Farms subdivision is located south of SR 436, east of SR 434, and west of Wymore Road
- The Spring Valley Farms Subdivision was platted in the late 1960's
- The Spring Valley Farms Subdivision is zoned R-1AAA (Single Family Residential)



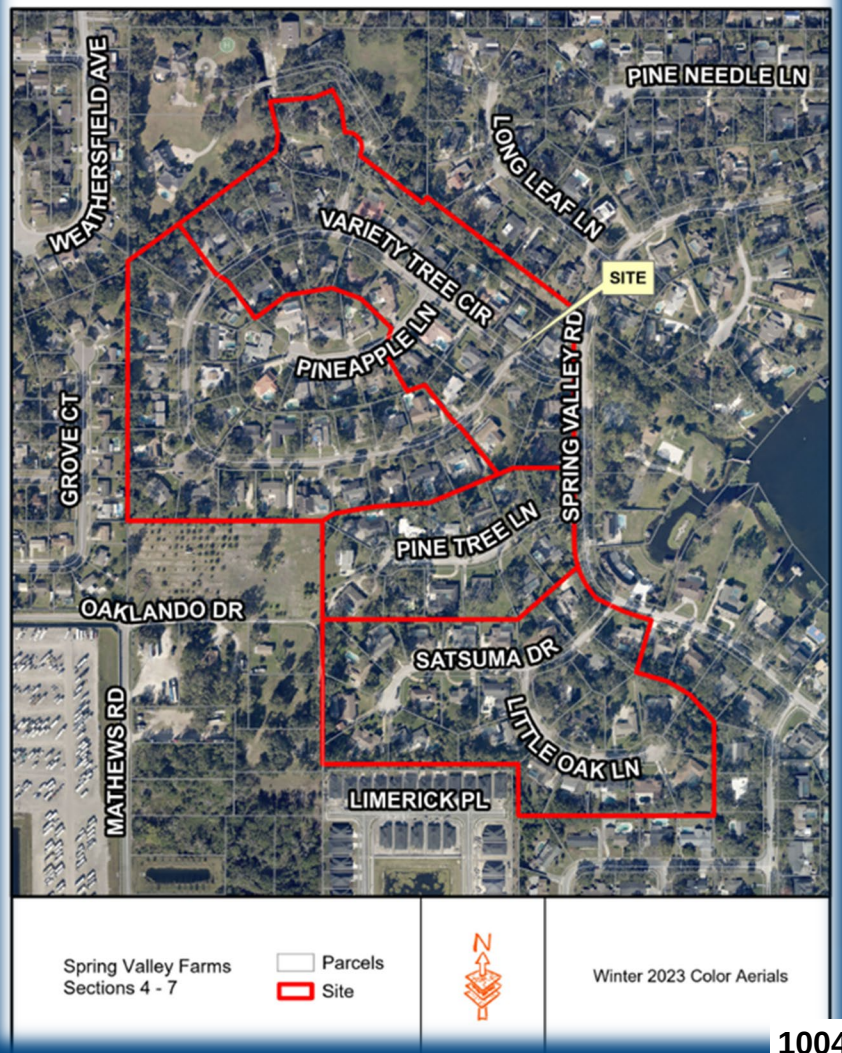
Background

- The Spring Valley Farms subdivision consists of ten (10) patted sections.
  - Sections 1 and 2 do not include a bridle path easement
  - Sections 3 and 8 include a combined bridle path and utility easement
  - Sections 4 through 7 include bridle path easements
- The bridle path easements are no longer in operation and do not appear to be maintained.



Background Cont'd

- Two recent vacate requests for lots in Sections 6 & 7 of the Spring Valley Farms Subdivision
- These two plat sections were recorded in 1968 and include a 25' bridle path easement
- The bridle path easement originally connected to a horse stable that is no longer in operation and the bridle path is no longer in active use



Recommendation

Direct Staff to administratively vacate the bridle path easements in the Spring Valley Farms Subdivision Sections 4 through 7.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1099

Title:

Tri State Towing PD Rezone - Consider a Rezone from A-1 (Agriculture) to PD (Planned Development) for a proposed warehouse/office and tow yard on approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point; (Z2023-010) (Brian Taylor, Applicant) District1 - Dallari (**Annie Sillaway, Project Manager**)

Agenda Category:

Public Hearing Items

Department/Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock

Contact/Phone Number:

Annie Sillaway/407-665-7936

Motion/Recommendation:

1. Adopt the proposed Ordinance enacting a Rezone from A-1 (Agriculture) to PD (Planned Development); and approve the associated Master Development Plan and Development Order for approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point; or

2. Deny adoption of the proposed Ordinance enacting a Rezone from A-1 (Agriculture) to PD (Planned Development); and deny approval of the associated Master Development Plan and Development Order for approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point.

3. Continue the request to a time and date certain.

Background:

The Applicant proposes to develop the subject property as an office and warehouse with the accessory use of a tow yard. The Tri- State Towing Company proposes to operate a maximum of three (3) tow trucks, providing roadside assistance for police, medical, and fire emergency response incidents; the towing operation will not be open to the public for towing services. The towing company has contractual obligations with the City of Oviedo, who requires the towing company facility to be located within five (5) miles of the intersection of Mitchell Hammock and W SR 426. Proposed hours of operation are Monday through Friday from 8:00 a.m. to 6:00 p.m., and a twenty-four (24) hour drop off for emergency response.

The Master Development Plan includes 800 square feet of office and 3,500 square feet of warehouse, for a maximum building size of 4,300 square feet and a maximum building height of thirty-five (35) feet. Approximately 10,000 square feet of the subject site will be utilized as outdoor storage for towed vehicles. The tow yard will be located behind the proposed building, completely enclosed by a six (6) foot high opaque fence. Vehicles leaking fluids will be stored inside the warehouse to prevent ground contamination.

The subject property has an Industrial Future Land Use designation, which permits a maximum Floor Area Ratio (F.A.R.) of 0.65. The Future Land Use and Zoning designations of the surrounding area are as follows:

East: W SR 426

Future Land Use: Office and Medium Density Residential
Zoning: OP (Office) and R-1AA (Single Family Dwelling)

West: Future Land Use: Industrial
Zoning: PD (Oviedo Commerce Center)

North: Future Land Use: Industrial
Zoning: PD (Oviedo Commerce Center)

South: Future Land Use: Industrial
Zoning: A-1 (Agriculture)

<u>Site Analysis</u>

Floodplain Impacts:

Based on FIRM map 12117C0190F, with an effective date of 9/28/2007, there appears

to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to Final Engineering approval.

Utilities:

The site is located within the Seminole County utility service area. There is a sixteen (16) inch water main on the west side of W SR 426. The development will be required to connect to public utilities for water, and solid waste will be provided by an onsite septic system.

Transportation/Traffic:

Access to the subject site will be from the adjacent property to the north known as the Oviedo Commerce Center PD, via an existing cross access easement. The Applicant will provide a cross access easement to the property adjacent to the south.

Sidewalks:

There is an existing fourteen (14) foot wide paved trail, known as the Cross Seminole Trail, located along the west side of W SR 426; therefore, the Developer will not be required to construct a sidewalk for public right-of-way.

Drainage:

The proposed site is located within the Howell Creek Drainage Basin and has limited downstream capacity. The site may be required to hold the entire twenty-five (25) year, twenty-four (24) hours storm event onsite. A detailed drainage analysis will be required and evaluated at time of Final Engineering plan review.

Buffers:

The Applicant proposes a fifteen (15) foot wide buffer along a portion of the east perimeter and a five (5) foot wide buffer along the north and south, and no buffer along the west perimeter. Buffer components will be established at Final Development Plan.

Open Space:

Twenty (20) percent common usable open space will be provided on the subject property.

Consistency with the Land Development Code

The intent of the PD zoning classification is to facilitate various development types and combinations thereof that may be difficult to achieve under conventional zoning regulations. Planned Developments shall promote flexibility and creativity in addressing changing social, economic and market conditions, especially where they are used to implement adopted policies of the Comprehensive Plan. Development standards shall be implemented to achieve compatibility and may be achieved by application of performance standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building heights.

The proposed PD zoning classification and the associated Master Development Plan have been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Part 25.

Staff finds the proposed development to be consistent with the PD zoning classification objectives in that it provides the required minimum of twenty (20) percent open space and provides adequate landscape buffers. The Master Development Plan defines the permitted uses, the maximum allowable F.A.R., the maximum allowable building height, and the minimum required building setbacks. Hours of operation are limited to Monday through Friday from 8:00 a.m. to 6:00 p.m., with a twenty-four (24) hour drop off for emergency response. The towing facility is restricted to the storing of vehicles towed from police, medical, and fire emergency response incidents only, and vehicles leaking fluids must be stored inside the warehouse to prevent ground contamination. To minimize impacts to the shared cross access easement on the property to the north, the towing facility is limited to a maximum of three (3) tow trucks, and the tow trucks shall not exceed a Gross Vehicle Weight Rating (GVWR) of 20,000 pounds.

Consistency with the Comprehensive Plan

The purpose and intent of the existing Industrial Future Land Use designation is to identify locations for a variety of heavy commercial and industrial uses oriented towards wholesale distribution, storage, manufacturing, and other industrial uses. The Industrial Future Land Use allows a maximum F.A.R. of 0.65.

Staff finds the request to be consistent with the Comprehensive Plan and compatible with the surrounding trend of development in the area. All the properties on the west side of W SR 426, lying south of W Chapman Road and north of Aloma Woods

Boulevard have an Industrial Future Land Use. The proposed PD Permits office and warehouse uses with the accessory use of a tow yard for the outdoor storage of vehicles. The tow yard will be enclosed with a six (6) foot high opaque fence to provide security and a visual screen from adjacent properties. The Applicant proposes an F.A.R. of 0.10, which is less intense than the maximum allowable 0.65 F.A.R. permitted under the existing Future Land Use.

In compliance with Seminole County Land Development Code Sec. 30.49 - Community Meeting Procedures, the Applicant conducted a community meeting on July 26, 2023; details of the community meeting have been provided in the agenda package.

Planning and Zoning Commission Recommendation:

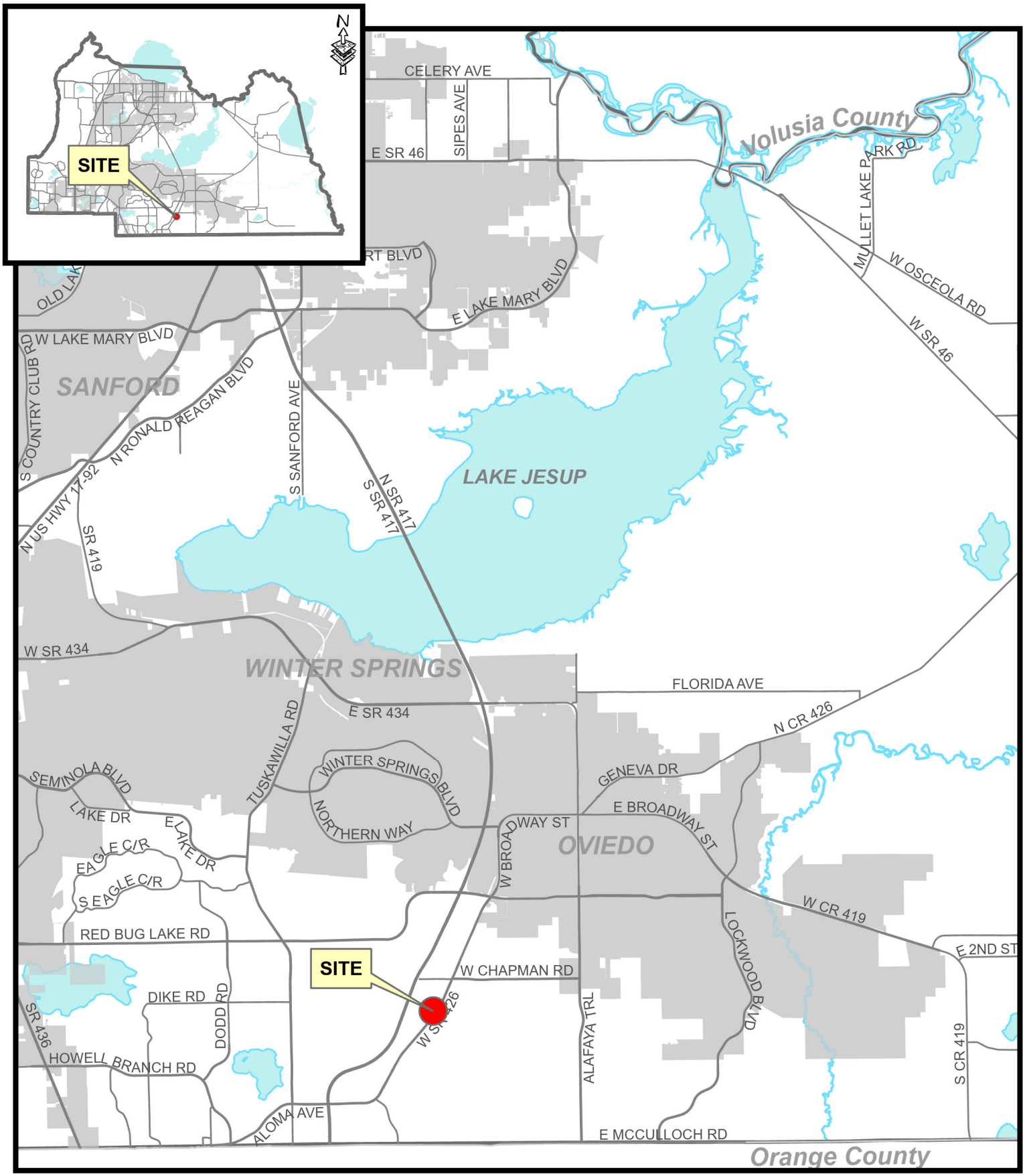
The Planning & Zoning Commission met on October 4, 2023, voted three (3) to two (2) to recommend the Board of County Commissioners deny adoption of the proposed Ordinance enacting a Rezone from A-1 (Agriculture) to PD (Planned Development); and deny approval of the associated Master Development Plan and Development Order for approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point.

The Planning and Zoning meeting minutes will be distributed under a separate cover.

Since the Planning and Zoning Commission meeting, conditions have been added to the Development Order to help address their concerns.

Staff Recommendation:

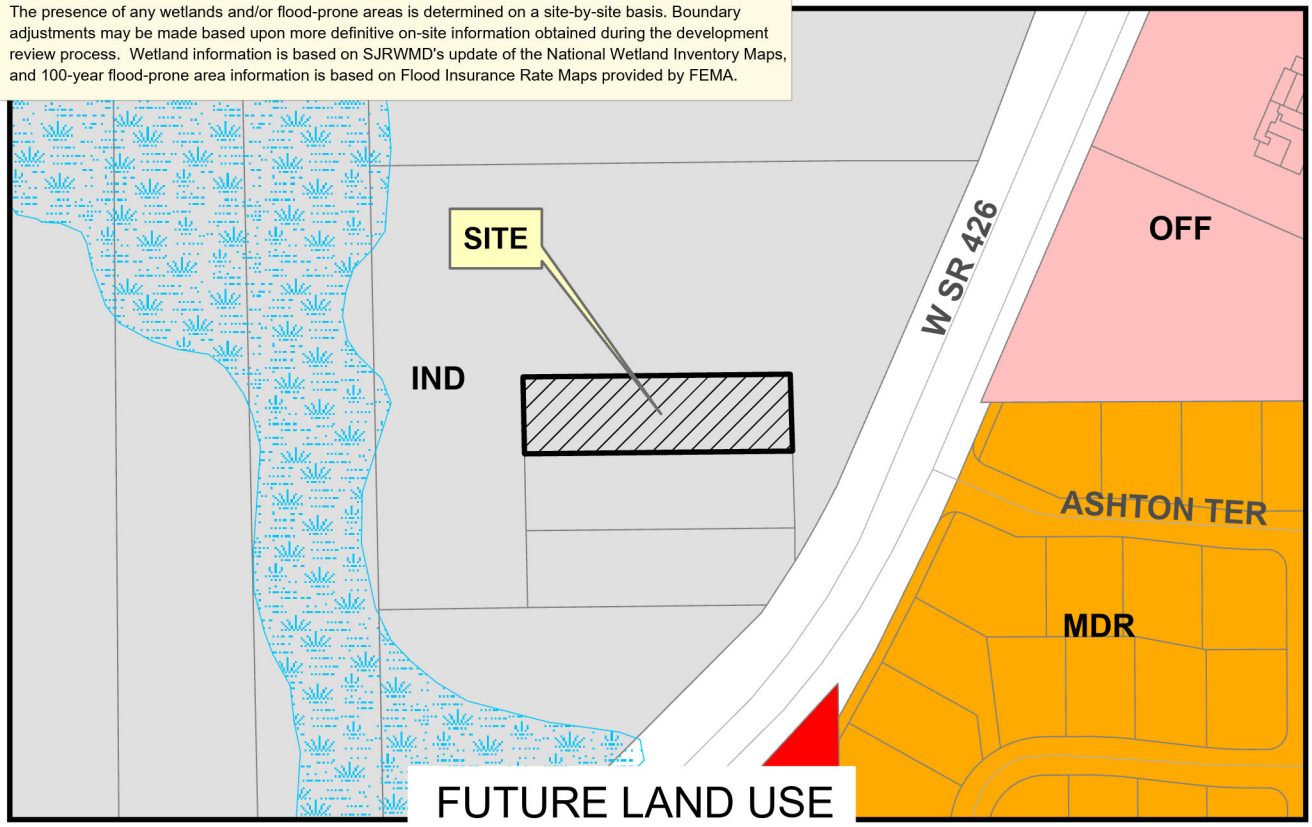
Recommend the Board of County Commissioners adopt the proposed Ordinance enacting a Rezone from A-1 (Agriculture) to PD (Planned Development); and approve the associated Master Development Plan and Development Order for approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point.



Date: 8/7/2023

Name Z2023-010SiteMap

The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.

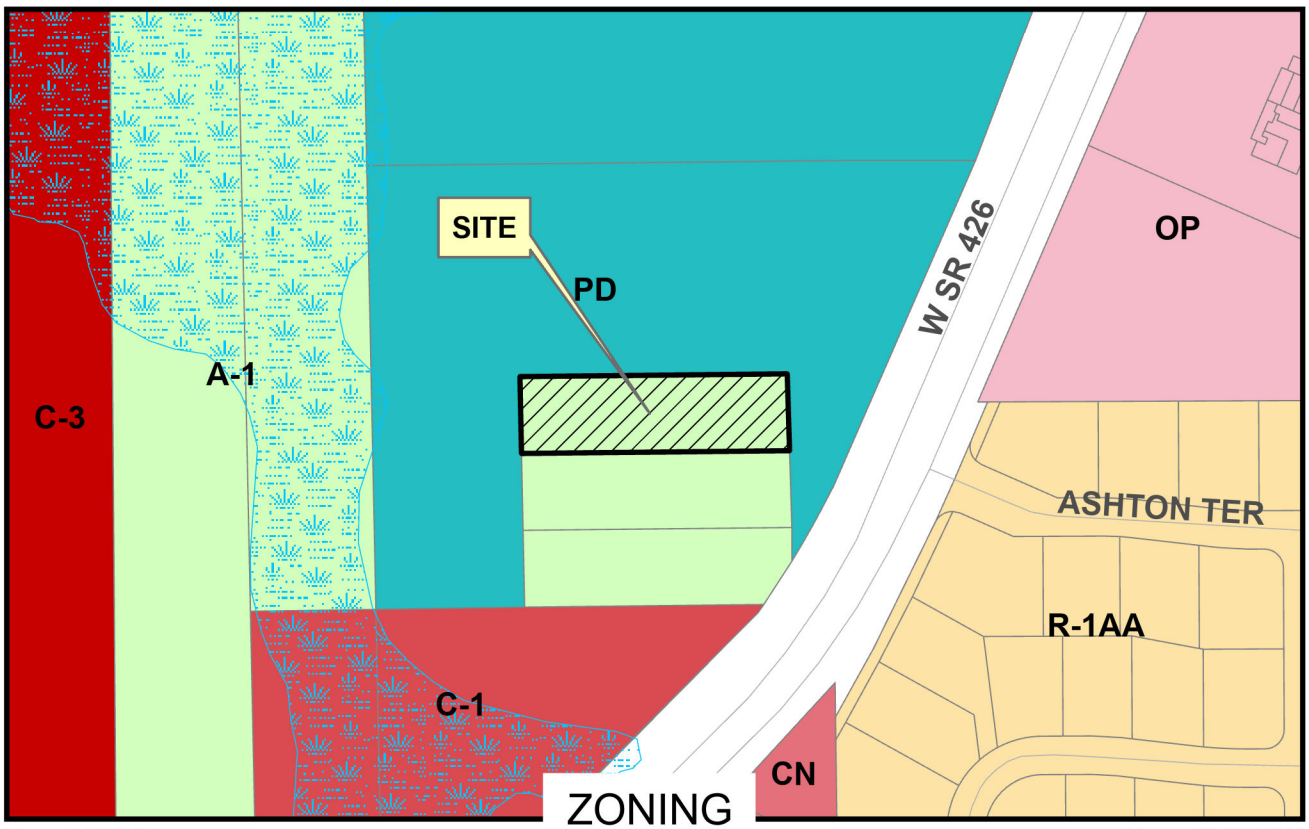


Site CONS COM IND MDR OFF

Applicant: Brian Taylor
Physical STR: 29-21-31
Gross Acres: 0.9+/- BCC District: 1
Existing Use: vacant
Special Notes:

	Amend/Rezone #	From	To
FLU	-	-	-
Zoning	Z2023-010	A-1	PD

N



Date: 8/7/2023 Name Z2023-010

Site CONS A-1 R-1AA OP CN C-1 C-3 PD

Rezone No: Z2023-010
From: A-1 To: PD

Parcels

N

Winter 2023 Color Aerials

Date: 8/7/2023

Name Z2023-010Aerial

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATION ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION TO THE PD (PLANNED DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Tri Sate Towing PD Rezone, dated November 14, 2023.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONING. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to PD (Planned Development) pursuant to the provisions contained in Development Order #23-20500010, attached to this Ordinance as Exhibit “A” and incorporated in this Ordinance by reference:

SEE ATTACHED EXHIBIT “B” FOR LEGAL DESCRIPTION

Section 3. CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance will not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of

County Commissioners that the invalidity will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. The Clerk of the Board of County Commissioners shall provide a certified copy of this Ordinance to the Florida Department of State in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective on the recording date of the Development Order #23-20500010 in the Official Land Records of Seminole County or upon filing this Ordinance with the Department of State, whichever is later.

ENACTED this 14th day of November, 2023.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
AMY LOCKHART, CHAIRMAN

EXHIBIT "A"

DEVELOPMENT ORDER

FILE NO.: PZ2023-010 DEVELOPMENT ORDER # 23-20500010

SEMINOLE COUNTY DEVELOPMENT ORDER

On November 14, 2023, Seminole County issued this Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The above described legal description has been provided to Seminole County by the owner of the above described property.)

FINDINGS OF FACT

Property Owner: Actually Working, LLC

Project Name: Tri State Towing PD Rezone

Requested Development Approval: Consider a Rezone from A-1 (Agriculture) to PD (Planned Development) for a proposed warehouse/office on approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above described property.

Prepared by: Annie Sillaway, Senior Planner
1101 East First Street
Sanford, Florida 32771

FILE NO.: PZ2023-010 DEVELOPMENT ORDER # 23-20500010

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, are as follows:

A. Development must comply with the Master Development Plan attached as Exhibit (B).

B. Permitted Uses:
   a. Office
   b. Warehouse
   c. Tow Yard – Outdoor Storage of vehicles

C. Maximum Floor Area Ratio: 0.65 floor area ratio

D. Maximum Building Height: Thirty-five (35) feet

E. Minimum Open Space: Twenty (20) percent

F. Hours of Operation: Monday – Friday 8:00am – 6:00pm

G. Drop off for Emergency Response – Twenty-four (24) hours/Seven (7) Days a week

H. Building Setbacks: Front (East): Twenty-Five (25) feet
   Side (North and South): Ten (10) feet
   Rear (West): Twenty-five (25) feet
   Dumpster Enclosure: Five (5) feet

I. Landscape Buffers:
   North: Five (5) foot undisturbed sodded buffer.
   South: Five (5) foot landscape buffer, with a minimum of 0.1 opacity with 0.95 plant units.
   East: Fifteen (15) foot landscape buffer. The preservation of existing trees will be provided, and supplemental landscaping will be provided to maintain the required 0.3 opacity. In the event that the existing vegetation is not adequate or is removed or destroyed for any reason, supplemental landscaping shall meet the required opacity of 0.3 with 2.60 plant units.
   West: No Buffer Required.

The perimeter buffer may be widened at Final Development Plan if required per Chapter 30, Part 67 of the Land Development Code of Seminole County (LDCSC). In no case may the building setbacks be less than the required buffer. Buffer components will be established at Final Development Plan.

J. At the time of Final Engineering the Developer will provide an ingress/egress access easement to the adjacent property to the south.

K. The Developer will provide an internal pedestrian circulation system giving access to all portions of the development.

L. All project signage must comply with Part 65 of the (LDCSC).

M. Outdoor site lighting will comply with LDCSC Sec. 30.1234 – Outdoor Lighting Requirements.

N. Parking lot landscaping will be provided in accordance with LDCSC Sec. 30.1292.

O. Billboards are a prohibited use on the property.

P. The development will be constructed in one (1) phase.

Q. The vehicle storage tow yard shall be located on the west portion of the site behind the building and will be screened from view by a six (6) foot high opaque fence and will not exceed 10,000 square feet in size.

R. **In the case of a conflict between the written conditions A through Q in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through Q will apply.**

(4) This Development Order touches and concerns the above described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property, and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) In approval of this Development Order by Seminole County, the property owner(s) understands that the County must receive a Final Development Plan within five (5) years of approval of the Master Development Plan, unless this time period is extended by the Seminole County Local Planning Agency / Planning and Zoning Commission. If substantial development has not begun within eight (8) years after approval of the Master Development Plan, the planned development will be subject to review by the Local Planning Agency / Planning and Zoning Commission and the Board of County Commissioners may move to rezone the subject property to a more appropriate zoning or extend the deadline for start of construction (see Sections 30.446 and 449, LDC).

(10) This Order becomes effective upon recording with the Seminole County Clerk of the Court.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Amy Lockhart, Chairman

FILE NO.: PZ2023-010 DEVELOPMENT ORDER # 23-20500010

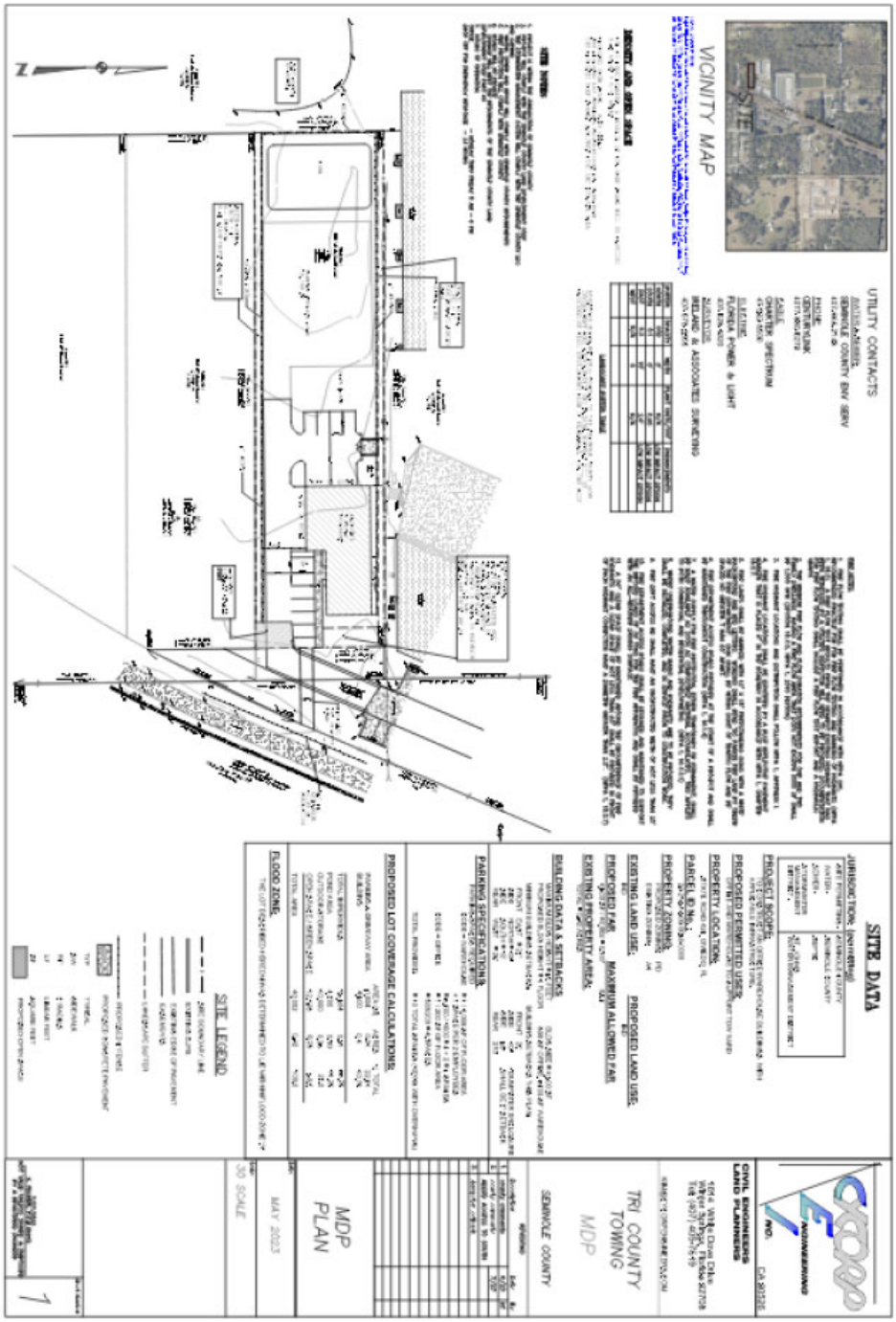
EXHIBIT A

Legal Description

Beginning 595 feet North and 25 feet West of the center of section 29, Township 21 South, Range 31 East, run West 400 feet, thence North 100 feet, thence East 400 feet and South 100 feet to point of beginning. Said land being in the Southeast 1/4 of the Northwest 1/4 Section 29, Township 21 South, Range 31 East, Public Records of Seminole County, Florida.

FILE NO.: PZ2023-010 DEVELOPMENT ORDER # 23-20500010

EXHIBIT B
Master Development Plan



6

8

EXHIBIT “B”

LEGAL DESCRIPTION

Beginning 595 feet North and 25 feet West of the center of section 29, Township 21 South, Range 31 East, run West 400 feet, thence North 100 feet, thence East 400 feet and South 100 feet to point of beginning. Said land being in the Southeast 1/4 of the Northwest 1/4 Section 29, Township 21 South, Range 31 East, Public Records of Seminole County, Florida.

VICINITY MAP

LEGAL DESCRIPTION:
Beginning 595 feet North and 25 feet West of the center of section 29, Township 21 South, Range 31 East, run West 400 feet, thence North 100 feet, thence East 400 feet and South 100 feet to point of beginning. Said land being in the Southeast 1/4 of the Northwest 1/4 Section 29, Township 21 South, Range 31 East, Public Records of Seminole County, Florida.

UTILITY CONTACTS

WATER & SEWER:
SEMINOLE COUNTY ENV SERV
407-665-2143

PHONE
CENTURYLINK
4077-830-3279

CABLE
CHARTER SPECTRUM
47-532-8509

ELECTRIC
FLORIDA POWER & LIGHT
407-328-1920

SURVEYOR
IRELAND & ASSOCIATES SURVEYING
407-678-3366

BUFFER	OPACITY	WIDTH	PLANT UNITS/100'	ENHANCEMENTS
NORTH	SOD	5'	N/A	LOW IMPACT DESIGN
SOUTH	0.1	5'	0.95	LOW IMPACT DESIGN
EAST	0.3	15'	2.6'	LOW IMPACT DESIGN
WEST	N/A	0	N/A	

LANDSCAPE BUFFER TABLE

LANDSCAPE BUFFERING WILL CONFORM TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE REQUIREMENTS AND GREATER BUFFERS WILL BE PROVIDED AT FINAL DEVELOPMENT PLAN IF NECESSARY, PER THE CODE

FIRE NOTES

1. FIRE FLOW TESTING SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 291, RECOMMENDED PRACTICE FOR FOR FIRE FLOW TESTING AND MARKING OF HYDRANTS (NFPA 1, 18.3). A FIRE FLOW TEST RESULTS FROM THE NEAREST EXISTING HYDRANT THAT HAS BEEN WITNESSED BY A UTILITIES INSPECTOR WILL NEED TO BE PROVIDED; DOCUMENTATION FOR FIRE FLOW TESTING SHALL INCLUDE A FIRE FLOW TEST REPORT AND A HYDRAULIC GRAPH.

2. THE MINIMUM FIRE FLOW AND FLOW DURATION REQUIREMENTS FOR ONE AND TWO FAMILY DWELLINGS HAVING A FIRE FLOW AREA THAT DOES NOT EXCEEN 5000 SF SHALL BE 1,000 GPM (SECTION 18.4.5, NFPA 1, 2015 EDITION)

3. FIRE HYDRANT LOCATIONS AND DISTRIBUTION SHALL FOLLOW NFPA 1, APPENDIX I.

4. FIRE HYDRANT LOCATIONS SHALL BE IDENTIFIED BY A BLUE REFLECTIVE PAVEMENT MARKER THAT IS PLACED 6" IN THE ROADWAY IN ACCORDANCE WITH NFPA 1, CHAPTER 18.5.7.

5. FIRE LANES SHALL BE MARKED WITH 12" X 18" FREESTANDING SIGNS WITH A WHITE BACKGROUND AND RED LETTERS. WORDING SHALL READ 'NO PARKIN FIRE LANE BY ORDER OF THE FIRE DEPARTMENT'. SIGN SHALL BE WITHIN SIGHT OF TRAFFIC FLOW AND BE SPACED NO GREATER T HAN 80' APART.

6. FIRE DEPARTMENT ACCESS ROADS PROVIDED AT THE START OF A PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION (NFPA 1, 16.1.4)

7. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ACCUMULATES. THIS APPLIES TO BOTH COMMERCIAL AND RESIDENTIAL DEVELOPMETNS. (NFPA 1, 16.4.3.1)

8. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO CONSTRUCTION WORK.

9. FIRE DEPT ACCESS RD SHALL HAVE AN UNOBSTRUCTED WIDTH OF NOT LESS THAN 20'

10. FIRE DEPARTMENT ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF 39 TONS FOR THE FIRE APPARATUS AND SHALL BE PROVIDED WITH AN ALL-WEATHER DRIVING SURFACE.

11. A 36" CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS AND A CLEAR SPACE OF NOT LESS THAN 60" SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVE A DIAMETER GREATER THAN 2.5". (NFPA 1, 18.5.7)

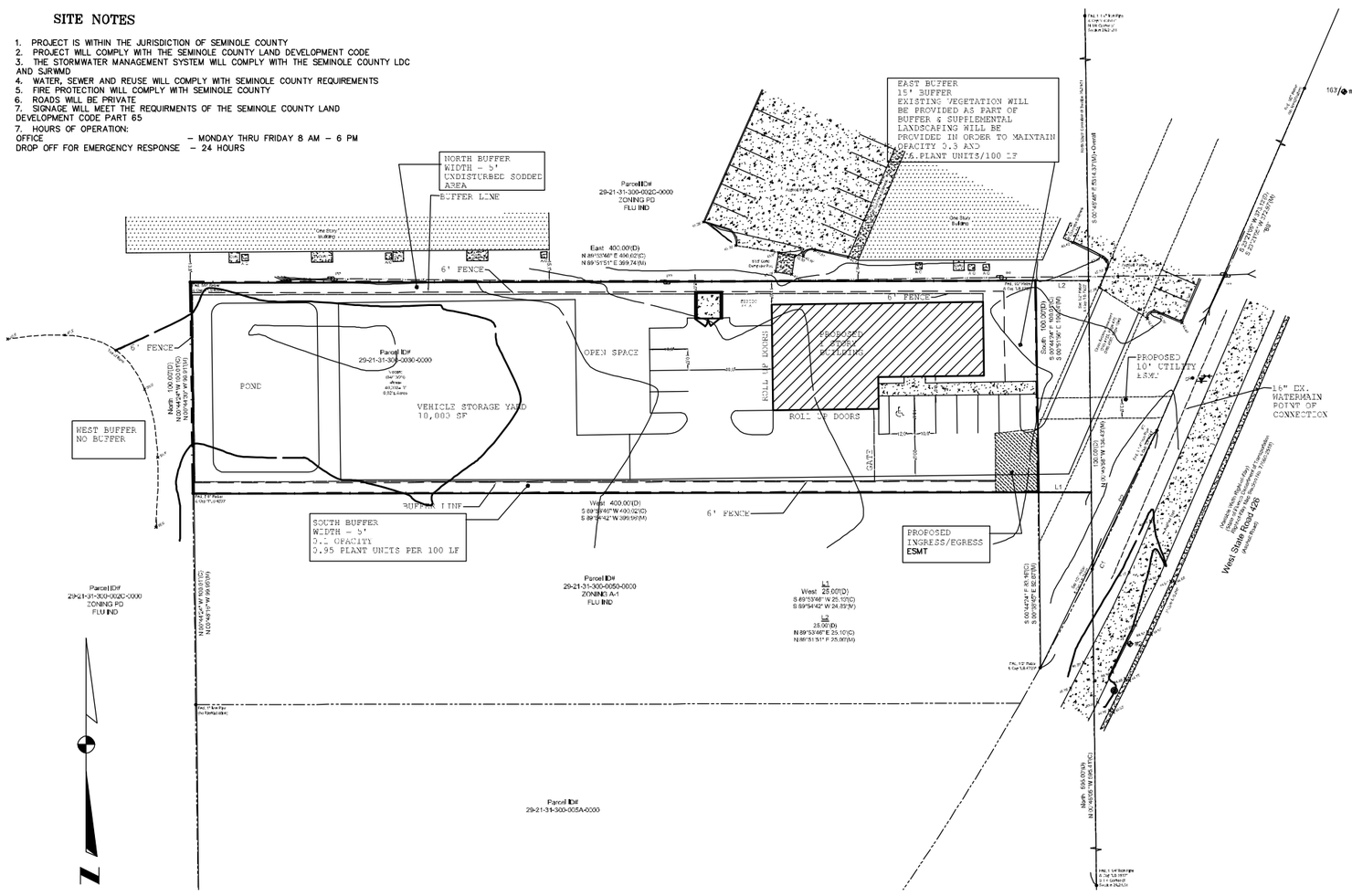
DENSITY AND OPEN SPACE

PER PD REQUIREMENTS, A MINIMUM OF 20% OPEN SPACE WILL BE PROVIDED
0.92 ACRES = 0.18 ACRES

PROPOSED OPEN SPACE = 0.30 (33%)
SEE PROPOSED LOT COVERAGE CALCULATIONS FOR BREAKDOWN
*THE PROPOSED OPEN SPACES EXCLUDES POND AND STORAGE AREA

SITE NOTES

1. PROJECT IS WITHIN THE JURISDICTION OF SEMINOLE COUNTY
2. PROJECT WILL COMPLY WITH THE SEMINOLE COUNTY LAND DEVELOPMENT CODE
3. THE STORMWATER MANAGEMENT SYSTEM WILL COMPLY WITH THE SEMINOLE COUNTY LDC AND SJRWMD
4. WATER, SEWER AND REUSE WILL COMPLY WITH SEMINOLE COUNTY REQUIREMENTS
5. FIRE PROTECTION WILL COMPLY WITH SEMINOLE COUNTY
6. ROADS WILL BE PRIVATE
7. SIGNAGE WILL MEET THE REQUIRMENTS OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE PART 65
7. HOURS OF OPERATION:
OFFICE – MONDAY THRU FRIDAY 8 AM – 6 PM
DROP OFF FOR EMERGENCY RESPONSE – 24 HOURS



SITE DATA

JURISDICTION: (permitting)

SITE PERMITTING -	SEMINOLE COUNTY
WATER -	SEMINOLE COUNTY
SEWER -	SEPTIC
STORMWATER MANAGEMENT DISTRICT -	ST. JOHNS WATER MANAGEMENT DISTRICT

PROJECT SCOPE:
TO CONSTRUCT AN OFFICE/WAREHOUSE BUILDINGS WITH APPLICABLE INFRASTRUCTURE.

PROPOSED PERMITTED USES:
OFFICE AND WAREHOUSE TO SUPPORT TOW YARD

PROPERTY LOCATION:
STATE ROAD 426, OVIEDO, FL

PARCEL ID No. :
29-21-31-300-0030-0000

PROPERTY ZONING:
PROPOSED ZONING: PD
EXISTING ZONING: A1

EXISTING LAND USE: IND
PROPOSED LAND USE: IND

PROPOSED FAR 4,300 SF / 40,002 = 0.107
MAXIMUM ALLOWED FAR 0.65

EXISTING PROPERTY AREA:
TOTAL = 0.92 ACRES

BUILDING DATA & SETBACKS

MAXIMUM BLDG HEIGHT = 35 FEET
PROPOSED BLDG HEIGHT = 1 FLOOR
BLDG SIZE = 4,300 SF
800 SF OFFICE, 3500 SF WAREHOUSE

MINIMUM BUILDING SETBACKS:		BUILDING SETBACKS THIS PLAN:		
FRONT	EAST = 25'	FRONT	25'	
SIDE	NORTH = 10'*	SIDE	10'*	*DUMPSTER ENCLOSURE
SIDE	SOUTH = 10'	SIDE	38'	SHALL BE 5' SETBACK
REAR	WEST = 25'	REAR	270'	

PARKING SPECIFICATIONS:

PARKING SPACES REQUIRED
CODE – WAREHOUSE = 1 / 1,000 SF OF FLOOR AREA
+ 1 SPACE PER 2 EMPLOYEES
= 3,500 / 1000 = 4 + 2 = 6 SPACES
CODE – OFFICE = 1 / 200 SF OF FLOOR AREA
= 800/200 = 4 SPACES
TOTAL PROVIDED- = 10 TOTAL SPACES (10X18 WITH OVERHANG)

PROPOSED LOT COVERAGE CALCULATIONS:

	AREA (sf)	ACRES	% TOTAL
PARKING & DRIVEWAY AREA	9,004	0.21	22.51
BUILDING	4,300	0.1	10.75
TOTAL IMPERVIOUS	13,304	0.31	33.25
POND AREA	4,500	0.10	11.25
OUTDOOR STORAGE	10,000	0.23	25.0
OPEN SPACE / GREEN SPACE	12,198	0.28	30.5
TOTAL AREA	40,002	0.92	100.0

FLOOD ZONE:
THE LOT DESCRIBED HEREON WAS DETERMINED TO LIE WITHIN FLOOD ZONE "X"

SITE LEGEND

- SITE BOUNDARY LINE
- EXISTING CURB
- EXISTING EDGE OF PAVEMENT
- EASEMENTS
- LANDSCAPE BUFFER
- PROPOSED 6' FENCE
- PROPOSED CONCRETE PAVEMENT
- TYP — TYPICAL
- S/W — SIDEWALK
- R5' — 5' RADIUS
- LF — LINEAR FEET
- SF — SQUARE FEET
- PROPOSED OPEN SPACE

CYCORP ENGINEERING INC.
CA 30526
CIVIL ENGINEERS
LAND PLANNERS
1614 White Dove Drive
Winter Springs, Florida 32708
Tel: (407) 405-7819
KIM@CYCORPENGINEERS.COM

TRI COUNTY TOWING

MDP

SEMINOLE COUNTY

REVISIONS

	Description	Date	By
1.	county comments	6/23	kf
2.	county comments ADDED ACCESS TO SOUTH	7/27	
3.	dumpster setback		

MDP PLAN

Date: MAY 2023

Scale: 30 SCALE

7/27/2023
K. FISCHER, P.E. # 58942
NOT VALID UNLESS SIGNED & EMBOSSED BY A REGISTERED ENGINEER

Sheet Number: 1

1023

SEMINOLE COUNTY DEVELOPMENT ORDER

On November 14, 2023, Seminole County issued this Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The above described legal description has been provided to Seminole County by the owner of the above described property.)

FINDINGS OF FACT

Property Owner: Actually Working, LLC

Project Name: Tri State Towing PD Rezone

Requested Development Approval: Consider a Rezone from A-1 (Agriculture) to PD (Planned Development) for a proposed warehouse/office on approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The development conditions and commitments stated below will run with, follow and perpetually burden the above described property.

Prepared by: Annie Sillaway, Senior Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The subject application for development approval is **GRANTED.**

(2) All development must fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, are as follows:

A. Development must comply with the Master Development Plan attached as Exhibit (B).

B. Permitted Uses:
   a. Office
   b. Warehouse
   c. Tow Yard – Outdoor Storage of vehicles
   d. The towing facility is restricted to the storing of vehicles towed from police, medical, and fire emergency response incidents only.
   e. The towing facility is limited to a maximum of three (3) tow trucks. The tow trucks shall not exceed a Gross Vehicle Weight Rating (GVWR) of 20,000 pounds.

C. Vehicles leaking fluids must be stored inside the warehouse to prevent ground contamination.

D. Maximum Floor Area Ratio: 0.65 floor area ratio

E. Maximum Building Height: Thirty-five (35) feet

F. Minimum Open Space: Twenty (20) percent

G. Hours of Operation: Monday – Friday 8:00am – 6:00pm
   Drop off for Emergency Response – Twenty-four (24) hours/Seven (7) Days a week

H. Building Setbacks: Front (East): Twenty-Five (25) feet
   Side (North and South): Ten (10) feet
   Rear (West): Twenty-five (25) feet
   Dumpster Enclosure: Five (5) feet

I. Landscape Buffers:
   <u>North</u>: Five (5) foot wide sodded buffer.
   <u>South</u>: Five (5) foot wide landscape buffer, with a minimum of 0.1 opacity with 0.95 plant units.

East: Fifteen (15) foot wide landscape buffer. The preservation of existing trees will be provided, and supplemental landscaping will be provided to maintain the required 0.3 opacity. In the event that the existing vegetation is not adequate or is removed or destroyed for any reason, supplemental landscaping shall meet the required opacity of 0.3 with 2.60 plant units.

West: No Buffer Required.

The perimeter buffer may be widened at Final Development Plan if required per Chapter 30, Part 67 of the Land Development Code of Seminole County (LDCSC). In no case may the building setbacks be less than the required buffer. Buffer components will be established at Final Development Plan.

J. At the time of Final Engineering the Developer will provide an ingress/egress access easement to the adjacent property to the south.

K. The Developer will provide an internal pedestrian circulation system giving access to all portions of the development.

L. All project signage must comply with Part 65 of the (LDCSC).

M. Outdoor site lighting will comply with LDCSC Sec. 30.1234 – Outdoor Lighting Requirements.

N. Parking lot landscaping will be provided in accordance with LDCSC Sec. 30.1292.

O. Billboards are a prohibited use on the property.

P. The development will be constructed in one (1) phase.

Q. The vehicle storage tow yard shall be located on the west portion of the site behind the building and will be screened from view by a six (6) foot high opaque fence and will not exceed 10,000 square feet in size.

R. In the case of a conflict between the written conditions A through P in this Development Order and the Master Development Plan attached as Exhibit (B), the terms of the written conditions A through P will apply.

(4) This Development Order touches and concerns the above described property and the conditions, commitments and provisions of this Development Order will perpetually burden, run with and follow this property, and be a servitude upon and binding upon this property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity with this Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order is found to be invalid or illegal then the entire order will be null and void.

(6) In the case of a conflict between the written conditions in this Development Order and the attached Master Development Plan, the terms of the written conditions shall apply.

(7) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(8) Issuance of this Development Order does not in any way create any rights on the part of the Applicant or Property Owner to receive a permit from a state or federal agency, and does not create any liability on the part of Seminole County for issuance of the Development Order if the Applicant or Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(9) In approval of this Development Order by Seminole County, the property owner(s) understands that the County must receive a Final Development Plan within five (5) years of approval of the Master Development Plan, unless this time period is extended by the Seminole County Local Planning Agency / Planning and Zoning Commission. If substantial development has not begun within eight (8) years after approval of the Master Development Plan, the planned development will be subject to review by the Local Planning Agency / Planning and Zoning Commission and the Board of County Commissioners may move to rezone the subject property to a more appropriate zoning or extend the deadline for start of construction (see Sections 30.446 and 449, LDC).

(10) This Order becomes effective upon recording with the Seminole County Clerk of the Court.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

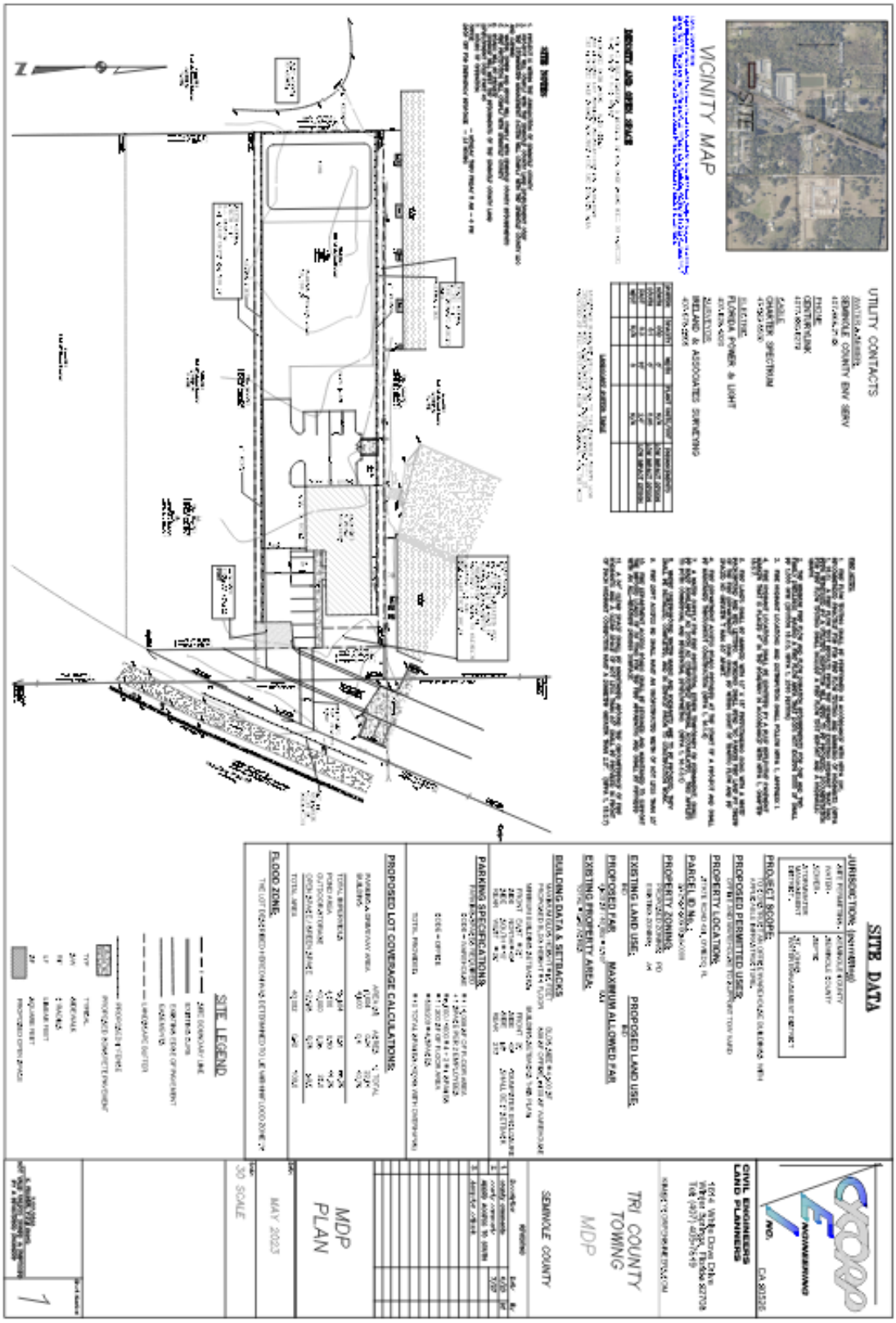
By: _____
Amy Lockhart, Chairman

EXHIBIT A

Legal Description

Beginning 595 feet North and 25 feet West of the center of section 29, Township 21 South, Range 31 East, run West 400 feet, thence North 100 feet, thence East 400 feet and South 100 feet to point of beginning. Said land being in the Southeast 1/4 of the Northwest 1/4 Section 29, Township 21 South, Range 31 East, Public Records of Seminole County, Florida.

EXHIBIT B
Master Development Plan



Summary of community meeting July 26th 2023

A community meeting was held on July 26, 2023 at the Oviedo Library with 5 people in attendance. The 5 in attendance represented the 2 parcels to our immediate south.
There was 1 phone call received the day of the meeting from one of the owners of the Commerce Center – parcel to the north.

The concern from the Commerce Center is that they were not allowed to have a tow yard.

Concerns from the meeting was regarding lack of access for the properties to the south. I explained that I wasn't too familiar with the access to the south but recalled in didn't seem adequate. The parcel to the immediate south didn't think they had any access to either the easement or to 426. The parcel 2 doors down to the south indicated they had access to 426.

I informed the owner immediately to the south that I would look into their property when I was in front of the computer and could analyze better. I confirmed via email that the property didn't really have a viable access to either 426 or to the ingress/egress esmt established by the Commerce Center. After discussing this with the owner of Tri County Towing he has agreed to give the property to the south an esmt and has directed me to update the plans indicating the esmt.

July 26, 2024 Tri County towing

June 29, 2023 Rooster Court

NAME	ADDRESS	EMAIL
BRIAN LOGAN	2476 W SR 426 (REALTOR)	BRIAN@ANTHONYJOSEPHREALTY.Com
Angela & Ed Williams		Angel.1106@hotmail.com
Jose Rivas	1906 E L Alle Drive Co	MRJoseJR@MSN.com
Alain Rivas	4879 Fells Cove Kiss FL 34744	RivasLaw@MSN.com Rivas

CYCORP
ENGINEERING
INC 1614 White Dove Dr. Winter Springs, FL 32708 Phone: 407-405-7819

NEIGHBORHOOD MEETING NOTIFICATION LETTER

July 6, 2023

Dear Property Owner:

Cycorp Engineering would like to invite you to attend a neighborhood meeting to discuss the rezone of approximately 0.80 acres from A-1 to PD to allow for a commercial towing facility located along 426 just south of Oviedo Commerce Center. The purpose of the meeting is to make an introduction prior to holding public hearing and approval by the Seminole County Board of County Commissioners. The meeting will be at the Oviedo Library at the following place and time:

Seminole County Library – East Branch Community Room
310 N Division Street
Oviedo, FL 32765
Wednesday July 26, 2023
6:30 pm – 7:15----- pm

Sincerely,

Kim Fischer – kim@cycorpengineers.com

AMSDELL STORAGE VENTURES XXXVI LLC
20445 EMERALD PKWY
#220
CLEVELAND, OH 44135-6009

RATCLIFF, STEPHEN J & PACHA, DEBRA
751 E CHAPMAN RD
OVIEDO, FL 32765-9017

WILLIAMS, ANGELA M
17527 BELLA NOVA DR
ORLANDO, FL 32820-1446

VANWORMER, ROBERT A & MARILYN K
2601 CONNECTION PT
OVIEDO, FL 32765-9089

TORRES, EDGARDO D & COLON, ARELIS G
2905 ASHTON TER
OVIEDO, FL 32765-7949

RIVAS, ALAIN
4879 FELLS COVE AVE
KISSIMMEE, FL 34744-9250

2461 WEST SR 426 LLC
C/O RATCLIFF, STEPHEN J
751 E CHAPMAN RD
OVIEDO, FL 32765-9017

OWEN, LOUISE & JASON
2801 ASHTON TER
OVIEDO, FL 32765-7947

MUSGRAVE, STEVEN M
2909 ASHTON TER
OVIEDO, FL 32765-7949

WENTWORTH ESTATES HOMEOWNERS
2180 W SR 434
STE 5000
LONGWOOD, FL 32779-5041

FRANCIS, PEGGY A ENH LIFE EST & WILDS, SONJA B &
WILDS, KENDALL A SR
2809 ASHTON TER
OVIEDO, FL 32765-7947

WILSON, KIMBERLY F
2901 ASHTON TER
OVIEDO, FL 32765-7949

RAY, DAVID A & STEPHANIE B
2913 ASHTON TER
OVIEDO, FL 32765-7949

SIKH SOCIETY OF CENTRAL FL INC
2527 W STATE ROAD 426
OVIEDO, FL 32765-8348

OSWALD, RICHARD ENH LIFE EST & OSWALD, EILEEN D
ENH LIFE EST
8502 CARACAS AVE
ORLANDO, FL 32825-7906

ASSIM, MOHAMED & AMENA
2800 ASHTON TER
OVIEDO, FL 32765-7945

SOBHRAJ, HARDYAL H & ROOKMINIE
2917 ASHTON TER
OVIEDO, FL 32765-7949

MOSES, REGINALD P & MOSES, URSULA T
2805 ASHTON TER
OVIEDO, FL 32765-7947

2461 WEST SR 426 LLC
2461 W STATE ROAD 426
STE 1061
OVIEDO, FL 32765-4508

OVIEDO COMMERCE CENTER LLC
PO BOX 8
NEW SMYRNA, FL 32170-0008

DACHOFF, PAUL R & DIANE M
2808 ASHTON TER
OVIEDO, FL 32765-7945

VAN WORMER, ROBERT A & MARILYN
2601 CONNECTION PT
OVIEDO, FL 32765-9089

WENTWORTH ESTATES HOMEOWNERS
2180 W SR 434
STE 5000
LONGWOOD, FL 32779-5041

SURNA CONSTRUCTION INC
PO BOX 5252
WINTER SPRINGS, FL 32708

WENTWORTH ESTATES HOMEOWNERS
2180 W SR 434
STE 5000
LONGWOOD, FL 32779-5041

OWNER AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchase (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Brian Taylor, the owner of record for the following described property *(Tax/Parcel ID Number)* 29-21-31-300-0030-0000 hereby designates Kim Fischer to act as my authorized agent for the filing of the attached application(s) for:

☐ Arbor Permit	☒ Construction Revision	☒ Final Engineering	☐ Final Plat
☒ Future Land Use	☐ Lot Split/Reconfiguration	☐ Minor Plat	☐ Special Event
☐ Preliminary Sub. Plan	☒ Site Plan	☐ Special Exception	☒ Rezone
☐ Vacate	☐ Variance	☐ Temporary Use	☒ Other (please list):

OTHER: Any and all things for development

and make binding statements and commitments regarding the request(s). I certify that I have examined the attached application(s) and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments, and fees become part of the Official Records of Seminole County, Florida and are not returnable.

9.1.23
Date

Brian Taylor
Property Owner's Signature

Brian Taylor for Actually Working, LLC
Property Owner's Printed Name

STATE OF FLORIDA
COUNTY OF Seminole

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, appeared Brian Taylor *(property owner)*, ☐ by means of physical presence or ☐ online notarization; and ☑ who is personally known to me or ☐ who has produced _____ as identification, and who executed the foregoing instrument and sworn an oath on this 1st day of September, 2023.

JENNIFER TAYLOR
Notary Public
State of Florida
Comm# HH406731
Expires 6/5/2027

Jennifer Taylor
Notary Public

Rev. 1/2020

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

The owner of the real property associated with this application is a/an (check one):

☐ Individual ☐ Corporation ☐ Land Trust

☒ Limited Liability Company ☐ Partnership ☐ Other (describe): _____

_____

_____

1. List all **natural persons** who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER

(Use additional sheets for more space)

2. For each **corporation**, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

3. In the case of a **trust**, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above:

Trust Name: _____

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

4. For **partnerships**, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

Rev 1/2020
Ref. Seminole County Code of Ordinances, Section 74.1 (2007)

5. For each **limited liability company**, list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: Actually Working, LLC

NAME	TITLE	ADDRESS	% OF INTEREST
Brian Taylor	VP	195 Lyman Road, Casselberry	100

(Use additional sheets for more space)

6. In the circumstances of a **contract for purchase**, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space)

Date of Contract: _____

Specify any contingency clause related to the outcome for consideration of the application: _____

7. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

8. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject Rezone, Future Land Use Amendment, Special Exception, or Variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein:

9.1.23
Date

Brian Taylor
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 1st day of September, 2023, by Brian Taylor, who is ☑ personally known to me, or ☐ has produced _____ as identification.

Jennifer Taylor
Signature of Notary Public

JENNIFER TAYLOR
Notary Public
State of Florida
Comm# HH406731
Expires 6/5/2027

Print, Type or Stamp Name of Notary Public

Rev 1/2020
Ref. Seminole County Code of Ordinances, Section 74.1 (2007)

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04657 PG 1049
CLERK'S # 2003002903
RECORDED 01/07/2003 04:26:30 PM
DEED DOC TAX 0.70
RECORDING FEES 42.00
RECORDED BY M Nolden

This instrument prepared by
and return recorded instrument to:

George J. Viele
301 Carolyn Drive
Oviedo, FL 32765

(c) Hutchison et al, PO Box 1149, Sanford FL 32772

CORRECTIVE

CROSS ACCESS AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT AND EASEMENT is entered into and made on _____, 2001, by and between **OVIEDO COMMERCE CENTER, L.L.C.**, a Florida limited liability company, whose address is **755 West Highway 434, Suite H, Longwood, Florida 32750** (hereinafter referred to as the "**Owner**"), and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is **Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771** (hereinafter referred to as the "**County**".

W I T N E S S E T H:

WHEREAS, Owner and County desire to make a minor correction to the original Cross Access Agreement and Grant of Easement dated July 26, 2001 and recorded in OR Book 04135, Pages 0470-79, Seminole County, Florida, by correcting the legal descriptions for the "Subject Property" and "Easement Areas"; and

WHEREAS, Owner warrants that it holds legal title to the property described in paragraph 2 below, that the holders of any and all liens and encumbrances affecting such property have subordinated their interests to this Agreement and Easement, and that Owner shall be fully responsible for and pay all costs necessary to cure any title defects that may be discovered relating to said property, which adversely affect the rights and privileges granted unto County pursuant to the terms of this Agreement and Easement; and

WHEREAS, Owner desires to facilitate the orderly use of the subject property, in compliance with the laws, regulations and requirements of County and other governmental authorities, and Owner desires to ensure that the use of subject property is compatible with other properties in the area and planned traffic patterns; and

WHEREAS, the subject property abuts State Road 426 and County, after consideration of certain traffic problems, has delineated certain requirements related to ingress and egress from the subject property and other properties in the area; and

WHEREAS, Owner has sought County's approval for plans to develop its property, and County has approved a site plan on February 23, 2001 subject to the covenants, restrictions and easements offered by Owner and contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

2. Owner warrants and represents that it is the present owner of the property described on **Exhibit "A"** attached hereto (hereinafter referred to as the "**Subject Property**") and covenants to pay all costs necessary to cure any title defects that may be discovered relating to the subject property.

3. If Owner has not previously provided an acceptable title insurance policy to County, Owner shall provide to County a title insurance policy issued by a title insurance company authorized to do business in Florida, showing good and marketable title to the Subject Property to be in the name of Owner and showing all liens, mortgages and other encumbrances not satisfied or released of record. If any title defects are discovered which adversely affect the rights and privileges granted unto County pursuant to the terms of this Agreement and Easement, Owner shall pay all costs relating to curing such title defects to the reasonable satisfaction of County.

4. Unless otherwise agreed to by County in writing, all liens, mortgages and other encumbrances not satisfied or released of record shall be subordinated to the terms of this Agreement and Easement. Owner covenants and agrees to promptly obtain the said subordination(s), in form and substance acceptable to County in accordance with this Agreement and Easement, promptly after its execution.

5. Owner hereby grants, conveys and assigns to County a permanent, full, free and nonexclusive right to accomplish the purposes of this Agreement and Easement and to travel, enter and exit with or without vehicles, upon, over and across any portion of that certain easement area (described as follows) located on the property described in paragraph 2 (legal description of easement area).

SEE EXHIBIT "B"
ATTACHED HERETO AND INCORPORATED HEREIN

6. The purpose of the easement described in paragraph 5 above is to provide access to adjoining properties and to the curb cut on State Road 426. It is the design and intention of County to connect the adjacent properties so as to limit the number of access points on State Road 426 and cause and constitute a joint and common means of access to the adjacent properties and any other easement areas as deemed necessary by the County.

7. Prior to a certificate of occupancy ("**CO**") being issued as to the Property described in paragraph 5 hereof, it shall be the obligation of Owner or its heirs, assigns or successors in interest to design, install and construct and maintain the cross access roadway over, on and through the easement area to include pavement markings and signage on the property described in paragraph 5 hereof. After construction of the cross access roadway is accomplished, Owner shall be obligated for any and all costs of maintaining paved surfaces and other improvements in the easement area.

Notwithstanding the provisions of this paragraph, Owner shall not be required to construct any portion of the cross access roadway which is not shown as being constructed in Owner's site plan and/or other construction plans. It shall be the sole obligation of the owners of the adjacent properties making use of the cross access easement to construct and maintain other portions of the pavement, striping and other features of the access driveway which may be necessary to serve their projects. Each owner of an adjacent property which makes use of the cross-access easement area created by this Agreement does, by making such use and acceptance of the easement rights granted hereunder, thereby agree to indemnify and hold harmless the owner, its heirs, successors and assigns from any liability, cost, damage or judgment which may arise from the negligence of such adjacent property owner in the manner in which said easement area is utilized.

8. Owner shall indemnify and hold harmless County from and against all claims, demands, disputes, damages, costs, expenses (to include attorneys' fees whether or not litigation is necessary and, if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement and Easement) and/or expenditure incurred by County as a result, directly or indirectly, of the use or development of the property described in paragraph 2 above, or of the use of the easement area by County or by third parties, but nothing herein shall require Owner to indemnify County for County's negligence. It is specifically understood that County is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the subject property, including, but not limited to, drainage or sewer plans, fire safety or quality of construction, whether or not inspected, approved or permitted by County.

9. Any site plan approval for subject property, given by he Board of County Commissioners of Seminole County is specifically incorporated into this Agreement and Easement by reference for the purpose of clarifying boundaries, locations, areas and improvements described in this Agreement and Easement. All development shall be in accordance with the site plan approval.

10. Owner covenants and agrees that it and its heirs, assigns and successors will abide by the provisions of this Agreement and Easement and County's Land Development Code, including, but not limited to, the site plan regulations of County; provided, however, if there is any conflict between this Agreement and Easement and the Land Development Code, the more stringent requirements shall apply. As to any future development, the use of the term "Land Development Code" shall mean the Land Development Code in effect at the time of development.

11. The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems, which will become the responsibility of County. Owner represents that any and all facilities or systems located in, on, upon or within the conveyed property are free from all latent and patent design, construction or other defects. Owner hereby represents to County that it has no knowledge of any latent or patent defects. Owner recognizes the County is relying upon Owner's representations as herein expressed.

12. Owner represents that this Agreement has been reviewed by the governing board of Owner; that the governing board of Owner has authorized this Agreement and further authorized the undersigned to bind Owner to the terms and conditions of this Agreement.

13. This entire Agreement and Easement touches or concerns the subject property and shall run with the land, shall be a burden and binding upon Owner and Owner's assigns and successors in interest.

14. Should the subordination(s) to the interest(s) conveyed herein to County not occur, all development approvals to which the conveyance relates shall be void and of no further effect and to that end, the subordination(s) to the interest(s) conveyed herein to County shall be a condition precedent to the approvals of County, and County shall not be deemed to have waived the required subordination(s) or the requirement for such subordination(s) by issuing development approvals or permits occurring subsequent to Owner's failure to obtain the said subordination(s).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

"Owner"

Witnesses:

Printed name: Lisa L Bellini

Printed name: George J. Viele

OVIEDO COMMERCE CENTER, L.L.C.,
a Florida limited liability company

By: _____
Glen A. Leffler
Manager

Address: ~~775 West Highway 434, Suite 11 Longwood, FL 32750~~
815 Orienta Ave., #1040
Altamonte Springs, FL 32701

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on Dec. 30, 2002, by Glen A. Leffler, Manager of **OVIEDO COMMERCE CENTER, L.L.C.,** a Florida limited liability company, on its behalf. He

X is personally known to me, or
_____ has produced _____ as identification.

Printed name: ELAINE V. MILLER
Notary Public-State of Florida at Large
Commission Number:
My Commission expires: 4-11-06

ELAINE V. MILLER
MY COMMISSION # DD 101161
EXPIRES: April 11, 2006
Bonded Thru Budget Notary Services

Signature page to
Cross Access Agreement and Grant of Easement

ACCEPTANCE BY SEMINOLE COUNTY

Witnesses:

Ian C Ratcliff
IAN C RATCLIFF
Printed name:

George J. Viele
Printed name: George J. Viele

PLANNING & DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW DIVISION
SEMINOLE COUNTY, FLORIDA

By: Mahmoud M. Nadja
Name:
Title: **Development Review Manager**

Date: 12/20/02

Address: 1101 E. First Street
Sanford, Florida 32771

Within the authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997 Re: Streamlining of Development-related Agenda Items and approved on April 2, 1997

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me on December 20, 2002 by Mahmoud Nadja, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid on Dec 20, 2002 2001.

Barbara J. Harbin
Printed name:
Notary Public – State

Barbara J Harbin
My Commission DD112560
Expires April 29, 2006

EXHIBIT "A"

LEGAL DESCRIPTION - PARCEL 2

A portion of land lying in Section 29, Township 21 South, Range 31 East, Seminole County, Florida. Being more particularly described as follows:

Commence at the North 1/4 corner of said Section 29 thence run South 00°44'24" East along the North South centerline of said Section 29 for a distance of 1717.18 feet to a point on the South line of the North 375.00 feet of the South 1/2 of the Northeast 1/4 of said Section 29, also being the POINT OF BEGINNING; thence run South 89°50'52" East along said South line for a distance of 183.89 to a point on the Westerly right-of-way line of State Road Number 426 as recorded in Official Records Book 3336, Page 847 of the Public Records of Seminole County, Florida; thence departing said South line run South 23°21'05" West along said Westerly right-of-way line for a distance of 373.12 feet to the point of curvature of a curve concave Westerly and having a radius of 1282.53 feet; thence run Southwesterly along said curve and said Westerly right-of-way line, through a central angle of 05°35'22" for an arc distance of 125.12 feet to a point lying on the West line of the East 25.00 feet of aforementioned Northwest 1/4 of said Section 29; thence departing said Westerly right-of-way line, run North 00°44'24" West along said West line, for a distance of 183.17 feet to a point on the North line of the South 695.00 feet of said Northwest 1/4 of Section 29; thence departing said West line, run South 89°53'46" West along said North line for a distance of 400.02 feet to a point on the West line of the East 425.00 feet of the Northwest 1/4 of said Section 29; thence departing said North line run South 00°44'24" East along said West line for a distance of 300.02 feet to a point on the North line of the South 375.00 feet of the Northwest 1/4 of said Section 29; thence departing said West line run South 89°53'46" West along said North line for a distance of 188.01 feet to a point on the West line of the East 613.00 feet of the Northwest 1/4 of said Section 29; thence departing said North line, run North 00°44'24" West along said West line for a distance of 568.12 feet to a point on the South line of the North 375.00 of the South 1/2 of the Northwest 1/4 of said Section 29; thence departing said West line, run North 89°31'08" East along said South line for a distance of 613.01 feet to aforesaid POINT OF BEGINNING.

TOGETHER WITH EASEMENT RIGHTS in the following:

1) Cross Access Agreement and grant of easement recorded October 18, 2000 in Official Records Book 3940, Page 1607, Public Records of Seminole County, Florida.

2) Perpetual Easement recorded May 18 2000, in Official Records Book 3853, Page 510, Public Records of Seminole County, Florida.

SHEET 1 OF 2

SKETCH OF DESCRIPTION

EXHIBIT "B"

LEGAL DESCRIPTION (CROSS ACCESS / UTILITY EASEMENT – PARCEL 2):

A portion of land lying in Section 29, Township 21 South, Range 31 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southwest corner of the Northeast 1/4 of said Section 29, thence run North 00°44'24" West along the West line of said Northeast 1/4 for a distance of 621.91 feet to a point on a line 28.00 feet West of and parallel to the Westerly right–of–way line of State Road Number 426, and the POINT OF BEGINNING, said point also lying on a non–tangent curve, concave Westerly and having a radius of 1254.53 feet; thence from a tangent bearing of South 24°00'49" West, run Southwesterly along said parallel line and said curve, through a central angle of 02°35'59", for an arc distance of 59.93 feet to a point on the West line of the East 25.00 feet of the Northwest 1/4 of said Section 29; thence run North 00°44'24" West along said West line, for a distance of 54.29 feet to a point on a non–tangent curve, concave Westerly and having a radius of 1230.53 feet; thence departing said West line, from a tangent bearing of North 24°22'04" East, run Northeasterly along said curve, through a central angle of 01°00'59", for an arc distance of 21.83 feet to a point of tangency; thence run North 23°21'05" East for a distance of 350.84 feet to a point on the South line of the North 375.00 feet of the South 1/2 of the Northeast 1/4 of said Section 29; thence run South 89°50'52" East along said South line, for a distance of 26.11 feet to a point on aforesaid line 28.00 feet West of and parallel to the Westerly right–of–way line of State Road Number 426; thence run South 23°21'05" West along said parallel line for a distance of: 361.12 to a point of curvature of a curve, concave Westerly and having a radius of 1254.53 feet; thence continuing along said parallel line, run Southerly along said curve through a central angle of 00°39'44" for an arc distance of 14.50 feet to aforesaid POINT OF BEGINNING.

Contains 0.222 acres, more or less.

ALLEN & COMPANY
Professional Surveyors & Mappers
16 East Plant Street
Winter Garden, Florida 34787 • (407) 654 5355

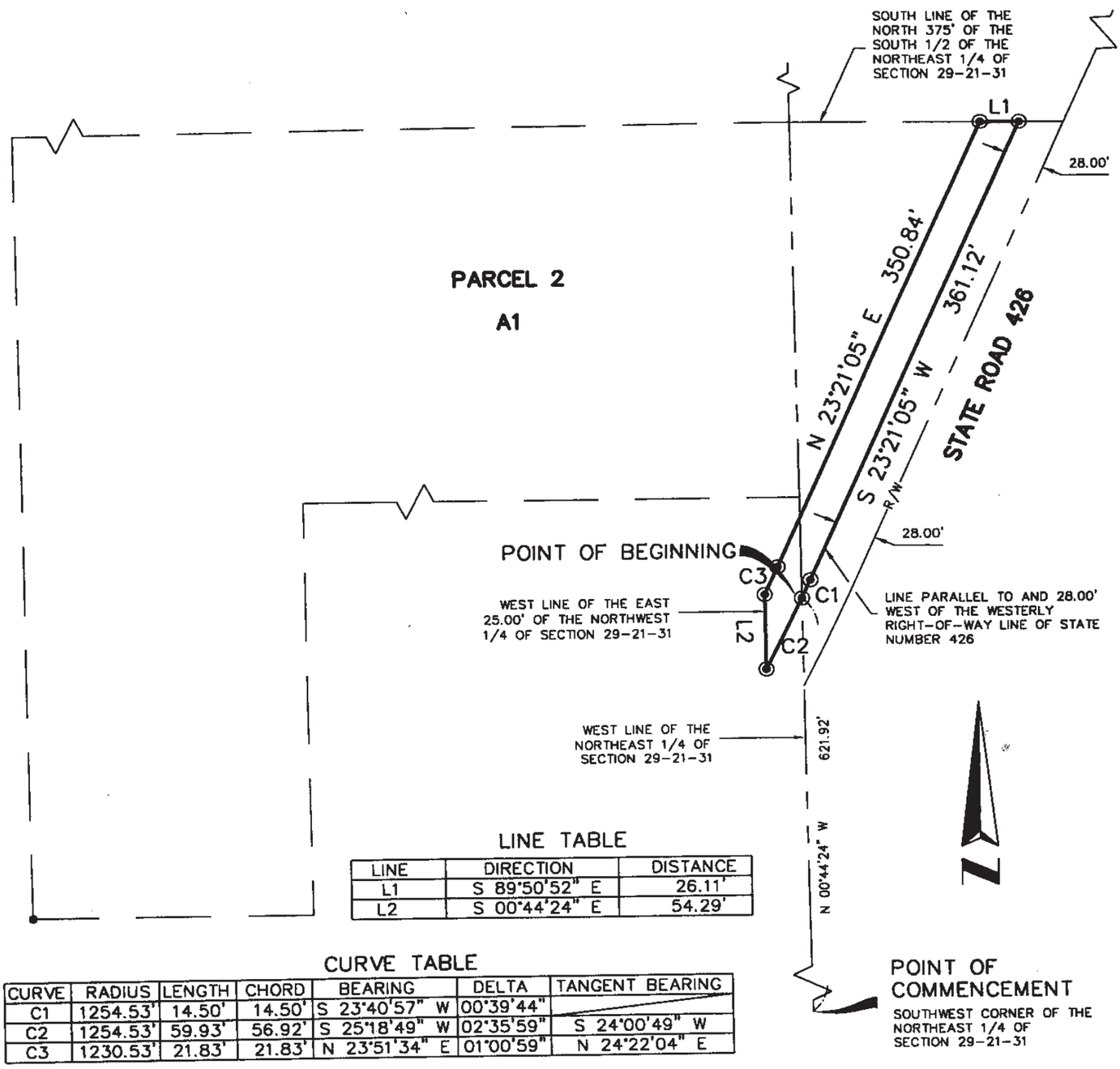
SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.
THIS SKETCH IS NOT VALID UNLESS SEALED WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST AS BEING S 00°44'24" E. (ASSUMED FOR ANGULAR DESIGNATION ONLY).

JOB NO. 99072	CALCULATED BY: JLR	FOR THE LICENSED BUSINESS # 6723 BY:
DATE: 3–30–2000	DRAWN BY: PJR	
SCALE: 1' = 100 FEET	CHECKED BY: JLR	
FIELD BY: N/A		JAMES L. RICKMAN P.S.M. # 5633

SHEET 2 OF 2

SKETCH OF DESCRIPTION



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 89°50'52" E	26.11'
L2	S 00°44'24" E	54.29'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	TANGENT BEARING
C1	1254.53'	14.50'	14.50'	S 23°40'57" W	00°39'44"	
C2	1254.53'	59.93'	56.92'	S 25°18'49" W	02°35'59"	S 24°00'49" W
C3	1230.53'	21.83'	21.83'	N 23°51'34" E	01°00'59"	N 24°22'04" E

ALLEN & COMPANY
Professional Surveyors & Mappers
16 East Plant Street
Winter Garden, Florida 34787 • (407) 654 5355

THIS IS NOT A SURVEY

◉ DENOTES CHANGE IN DIRECTION

R/W DENOTES RIGHT-OF-WAY

JOB NO.	99072	CALCULATED BY:	JLR
DATE:	3-30-2000	DRAWN BY:	PJR
SCALE:	1' = 100 FEET	CHECKED BY:	JLR
FIELD BY:	N/A		

SEMINOLE COUNTY
LOCAL PLANNING AGENCY/
PLANNING AND ZONING COMMISSION

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
BOARD CHAMBERS, ROOM 1028

WEDNESDAY, OCTOBER 4, 2023
6:00 PM

MINUTES

Tri State Towing PD Rezone – Consider a Rezone from A-1 (Agriculture) to PD (Planned Development) for a proposed warehouse/office on approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point; (Z2023-010) (Brian Taylor, Applicant) District1 - Dallari (**Annie Sillaway, Project Manager).**

Annie Sillaway, Senior Planner, presented this item as stated in the Staff report. She further stated that the Master Development Plan includes 800 square feet of office and 3,500 square feet of warehouse, for a maximum building size of 4,300 square feet and a maximum building height of thirty-five (35) feet. Approximately 10,000 square feet of the subject site will be utilized as outdoor vehicle storage for a towing company, which will be enclosed by a six (6) foot high opaque fence. The towing company currently operates with six tow trucks and provides roadside assistance to the general public as well as emergency response service for public safety, fire, and police. Proposed hours of operation are Monday through Friday from 8:00 a.m. to 6:00 p.m., and a twenty-four (24) hour drop off for emergency response. All the properties on the west side of W SR 426, lying south of W Chapman Road and north of Aloma Woods Boulevard have an Industrial Future Land Use. The purpose and intent of the existing Industrial Future Land Use designation is to identify locations for a variety of heavy commercial and industrial uses oriented toward wholesale distribution, storage, manufacturing, and other industrial uses. The Applicant will be providing 20 percent open space with adequate buffers along the south and east portions of the site. The Applicant is only proposing an F.A.R. of 0.10, which is less intense than the maximum allowable of 0.65 F.A.R., as permitted under the Industrial Future Land Use. Access to the site has an existing cross access agreement, which was established back in 2003. The Applicant will provide a cross access easement to property adjacent to the south. Staff finds the request to be consistent with the Comprehensive Plan and the Seminole County Land Development Code and compatible with the surrounding trend of development in the area. Staff recommends the Tri State Towing PD Rezone be approved and referred to the Board of County Commissioners.

Commissioner Stephen Smith asked if there are offices and warehouses to the north and adjoining property to this project and Ms. Sillaway responded yes, the properties to the north are office and warehouse uses.

Commissioner Tim Smith asked for clarification on where access to the property is located. Ms. Sillaway responded that access will be accessed to the north through an existing developed property.

Kim Fischer, for the applicant, with Cycorp Engineering in Winter Springs, stated that she is available for questions and rebuttal, if needed.

Audience comments in support to this request was via written comments from Angela Williams who did not want to speak, but noted her support of the proposed property.

Audience comments in opposition to this request who spoke included the following:

1) Sandy Viele, of Oviedo, stated that she is a concerned citizen and a partner at Oviedo Commerce Center (OCC), which is the property to the north of the proposed property. She became a partner following her husband's passing in 2021. Her husband, George Viele, was the developer of the land and after the project was completed, he became the broker. The integrity of the OCC is of utmost importance to her and her partners. The first question they ask proposed tenants are what type of business is being proposed, so they can make sure the fit is right. They were denied heavy industrial uses from the start with their property. Oviedo Commerce Center is a thriving, fully leased facility. The tenant mix is optimal and they are satisfied with running their successful businesses. The impact to the tenants regarding the proposed driveway access for this applicant will be devastating to the OCC if this application is approved. This causes them fear that tenants will not renew their leases and will leave them with an empty building. She strongly opposes this application, and on behalf of the existing businesses and their employees.

2) Glen Leffler, of New Smyrna Beach, stated that his relationship to the Oviedo Commerce Center (OCC) is that he was George Viele's partner. They have cross access with Oviedo Storage to their immediate north, but it is only used as a shared driveway to get to each separate areas. The cross access easement was part of what they had to provide in order for their own PD approval. They gave it, but they didn't know this would involve heavy industrial use. They are light industrial and are currently 100% leased and have been for years. They don't want to lose tenants, which is their primary concern. They were not allowed to do heavy truck repair or storage. This proposal is an auto-wrecker tow yard and they don't believe it is compatible with their use. Heavy tow trucks towing another truck will drive through OCC to get to the proposed tow yard, and who knows what else. They could lose millions of dollars if they lose tenants. They feel no consideration has been given to the existing OCC, its employees, and tenants. They strongly oppose this application with the incredibly inadequate Development Order.

Commissioner Stephen Smith asked if this is where City Electric is located and Mr. Leffler responded that they use to be there in the back. He further stated that they sort of chased them away because they started storing things outside, which they were told they couldn't do that.

Chairman Carissa Lawhun stated that the applicant is only proposing a five (5) foot buffer in-between the existing and proposed properties and asked if the tenants would be able to see a tow yard. Mr. Leffler responded yes. Ms. Sillaway responded that the applicant is proposing a six (6) foot opaque fence around the entire property as well as a five (5) foot buffer. They are proposing a 15 foot buffer to the east and a five foot (5) buffer to the south, including an opaque fence with a security gate to access the storage yard.

Commissioner Stephen Smith asked Mr. Leffler if there are windows looking out from the building to the south or anything that visually backs up to the property. Mr. Leffler responded just egress doors and grass mostly, but there are some windows for Massey Services, which are all office uses.

Chairman Lawhun asked if the entrance will be in front of Massey Services location or in-between the whole complex. Ms. Sillaway and Mr. Leffler spoke from the Chamber's screen citing various locations and points of interest.

Commissioner Smith asked if there is any right-of-way going through this complex and is it a County maintained or private right-of-way. Mr. Leffler responded it belongs to them, a private right-of-way, and they maintain it.

Chairman Lawhun asked Staff if the triangle shown on a map belonged to the Oviedo Commerce Center and Ms. Sillaway responded yes, it is.

3) Kimberly Wilson, of Oviedo, stated that she moved here because of the great amenities, weather, and schools. She is not against development, but without proper planning is a disaster for those who have to live among it and across from it. She requests the zoning remain as it is and not rezoned. The proposed development allows for a warehouse/office/towing yard, which would directly affect safety, because it is on the bike trail. It would also increase traffic, adversely affect property values, and minimize enjoyment of the existing residential area. A towing business operates on a 24-hour clock, which disrupts residential areas with traffic and noise. The entrance of her neighborhood is currently used as a u-turn/turnaround spot, which has seen many fatal accidents in front of her neighborhood. They've also experienced flooding in her neighborhood. Additional properties means additional flooding. She stated at the very least do not allow an additional entrance onto SR 426 for this project and a sound barrier should be built around it.

Ms. Fischer, in her rebuttal, stated that they do not have access onto SR 426 and no right-of-way frontage for the proposed project. As part of the Development Order on the

property to the north, it provides access to not only their property, but also the property to the south. This is a private right-of-away easement. Somehow, when the easement was completed, the property to their immediate south had limited access, about three or four feet, which does not provide enough room to get a car through, so it is essentially landlocked. The Applicant is only requesting emergency tow truck use. The applicant is the service provider for the surrounding cities for emergency vehicles needed at accident scenes. This requires them to be within a five (5) mile radius of the intersection of SR 426 and Red Bug Lake Road. A portion of their proposed building will be used for emergency crash scene forensic work. The proposed use is not the type of towing facility that will pick-up cars parked illegally, or other parking violations, but rather a towing facility for emergency vehicles. The access proposed to the north is their only form of access through the existing driveway, which already provides access through its access agreement.

Commissioner Stephen Smith asked the applicant if they're proposing to put up any sort of fence around the property. Ms. Fischer responded yes, and they plan to build a six (6) foot perimeter fence. He further asked if these will be large scale tow trucks or smaller ones. Ms. Fischer responded they are the smaller ones.

Commissioner Stephen Smith asked if the site will be completely paved. Ms. Fischer responded no, but the front portion will be paved for employee parking. The back, where the vehicles will be located, are not there very long and they are not long term storage.

Commissioner Stephen Smith stated his concern that if the vehicles come in from an accident scene and park on dirt services, then fluids from these wrecked vehicles could be leaking transmission fluid, oil, and other unsafe fluids into the aquifer. He asked if there are any provisions for any "catchment" type of systems or grease traps on the property. Ms. Fischer responded that they don't have a grease trap, but they can definitely look at that when they move to the next step of the project process.

Rebecca Hammock, Development Services Director, stated that if there are certain concerns that the Board has related to this development, Staff can add additional conditions into the Development Order.

Commissioner Stephen Smith stated that he would like to see a fully paved site with some type of catchment system for the vehicles with fluid leaks. He thinks it would be the responsible thing to do.

Ms. Sillaway stated that they have hazard mitigation in the County who can have the applicant work with them to see what catchment system should be done to prevent the fluid leaks from getting into the ground. Commissioner Stephen Smith asked if they could table this item until they receive answers on that

Ms. Hammock responded that it is a decision by the Board.

Chairman Lawhun stated that she has a problem with the access. She asked why there can't be another access worked out between these two neighbors or would the County not allow it. Vladimir Simonovski, County Engineering Staff, responded that access would have to cut through the trail with a dedicated cross access easement, because it would still have to go through this developed property. Also it requires the Department of Transportation (DOT) permitting and approval. SR 426 is not a County road, but rather a State road. Chairman Lawhun stated that it could be more direct and not in front of the Center's tenants. Mr. Simonovski responded no because it would cut into the triangle.

Commissioner Tim Smith asked if there any plans to improve the access through the existing easement to get to the proposed site. Mr. Simonovski stated that the access is already 24 feet wide and they will extend that to the property and provide additional cross access easement for the property to the south.

Chairman Lawhun stated that the Future Land Use of these parcels is Industrial. She asked if this request is considered to be a heavier industrial use than what otherwise could be proposed or what the neighbors would otherwise expect. Ms. Sillaway responded that there are many different permitted uses and she would consider this an M-1A, which is like a lighter industrial use, but a little heavier than lighter industrial due to the car storage outside.

Commissioner Stephen Smith made a motion to continue this item, seconded by Commissioner Dan Lopez.

Kim Fischer stated that the applicant would like a denial of the request instead of a continuance.

Chairman Lawhun responded that the Board would like answers before they pass this item on. Ms. Fischer responded that they can provide those answers regarding contaminants, and they don't mind doing an oil/sand separator. They will look at when the Final Engineering stage occurs. This is not something they do at the Zoning stage and Staff will also look at this as well.

Commissioner Tim Smith stated that we are considering a Rezone tonight and they clearly have an easement that has existed, so he is questioning why they're continuing it if it's zoned properly and there is access.

Commissioner Stephen Smith responded that the zoning is specifically for a towing operation. If it were just being a zoned with not knowing what was going to be there, it would be different.

Commissioner Tim Smith stated that Massey could bring in a lot of vans and trucks in and out too, and a lot of other businesses could create that same type of situation. He further stated we can certainly put it to vote, he just wants to make sure they consider what they're really voting on tonight. It hasn't gone through design. Commissioner Dan Lopez

stated that by continuing this until answers are provided on the environmental concerns is not asking too much.

Desmond Morrell asked if the continuance is for the next Planning & Zoning Commission meeting and the Chairman responded yes, to a date and time certain at the next scheduled meeting.

Commissioner Stephen Smith restated his earlier motion to continue the Tri State Towing PD Rezone to the November 1, 2023 P&Z meeting, which was seconded by Commissioner Dan Lopez. The motion failed 3-2.

A motion was made by Commissioner Stephen Smith, seconded by Commissioner Tim Smith to **deny and refer** the Tri State Towing PD Rezone to the Board of County Commissioners. The motion passed 3-2.

Chairman Lawhun clarified the vote to deny and refer the item to the Board of County Commissioners with a roll call vote as follows: Commissioner Tim Smith opposed/nay, Commissioner Dan Lopez opposed/nay, Commissioner Mike Lorenz approved/aye, Commissioner Stephen Smith approved/aye, and Chairman Carissa Lawhun approved/aye. The final vote passed (to deny and refer) 3-2.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On November 14, 2023, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A

(The above described legal description has been provided to Seminole County by the owner of the above described property.)

Property Owner: Actually Working, LLC

Project Name: Tri State Towing PD Rezone

Requested Development Approval: Consider a Rezone from A-1 (Agriculture) to PD (Planned Development) for a proposed warehouse/office on approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point.

After fully considering staff analysis titled "Tri State Towing PD Rezone" and all evidence submitted at the public hearing on November 14, 2023, regarding this matter, the Board of County Commissioners has found, determined, and concluded that the requested rezone from A-1 (Agriculture) to PD (Planned Development) is not compatible with the surrounding area and is not consistent with the Seminole County Comprehensive Plan.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Amy Lockhart, Chairman

EXHIBIT "A"

Beginning 595 feet North and 25 feet West of the center of section 29, Township 21 South, Range 31 East, run West 400 feet, thence North 100 feet, thence East 400 feet and South 100 feet to point of beginning. Said land being in the Southeast 1/4 of the Northwest 1/4 Section 29, Township 21 South, Range 31 East, Public Records of Seminole
County, Florida.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1124

Title:

Board of Adjustment Appeal - Appeal of the Board of Adjustment decision to deny the request for: (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for an existing shed in the R-1AA (Single Family Dwelling) district, and more particularly known as 149 Academy Oaks Place; (Julius John, Applicant) District3 - Constantine (**Angi Gates, Project Manager**)

Division:

Development Services - Planning and Development

Authorized By:

Rebecca Hammock

Contact/Phone Number:

Angi Gates/407-665-7465

Motion/Recommendation:

1. Uphold the Board of Adjustment decision to deny the request for: (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for an existing shed in the R-1AA (Single Family Dwelling) district; or

2. Overturn the Board of Adjustment decision to approve the request for: (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for an existing shed in the R-1AA (Single Family Dwelling) district; or

3. Continue the request to a time and date certain.

Background:

On August 28, 2023, the Board of Adjustment denied a variance request for: (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a

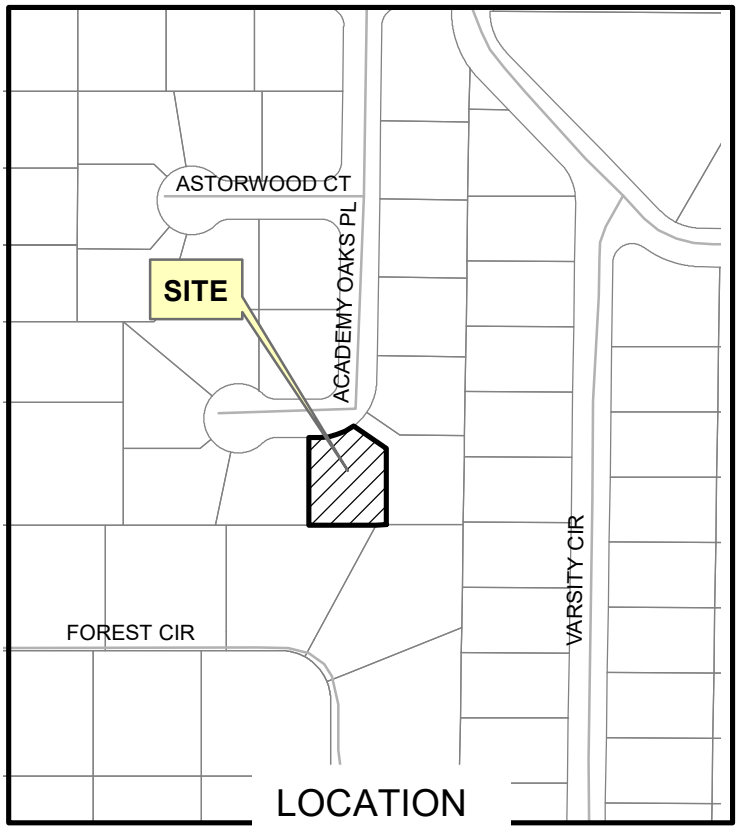
rear yard setback variance from thirty (30) feet to three (3) feet for an existing shed in the R-1AA (Single Family Dwelling) district with conditions as set forth in the Denial Development Order attached hereto as Exhibit A.

The existing shed was not permitted and received a code violation for construction without a permit. During the permitting process, the need for variances was identified.

On September 11, 2023, John Julius, Appellant, filed a Notice of Appeal of the Board of Adjustment Decision (see Exhibit B).

Staff Recommendation:

Based on the information, findings, and conclusions included and referenced in the Agenda Memorandum prepared in association with the original action taken by the Board of Adjustment at its meeting on August 28, 2023 (attached hereto as Exhibit D), and the testimony presented at the aforementioned meeting (the minutes of which are attached hereto as Exhibit C), staff recommends the Board of County Commissioners uphold the decision of the Board of Adjustment to deny the request for: (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for a shed in the R-1AA (Single Family Dwelling) district.

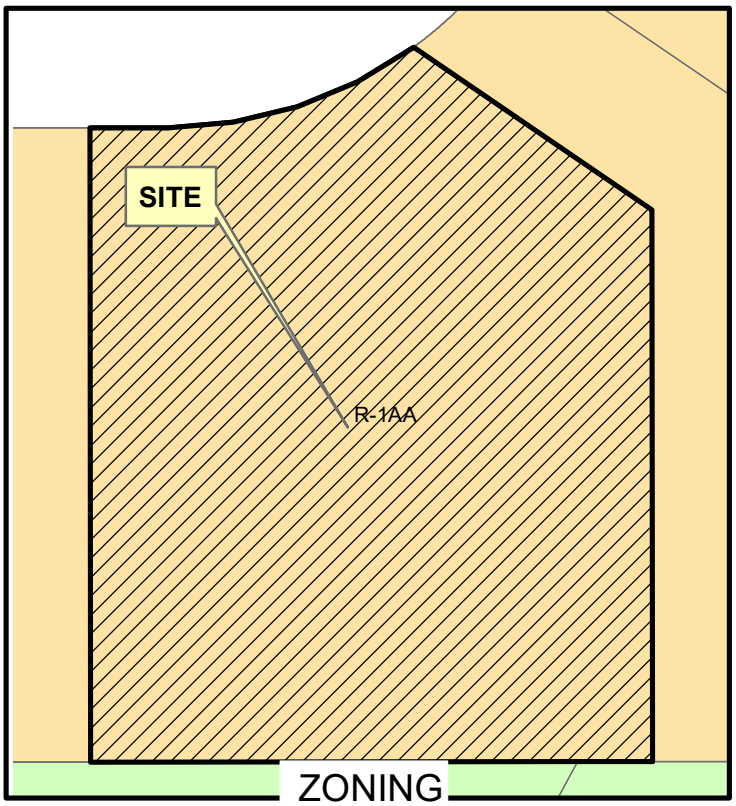


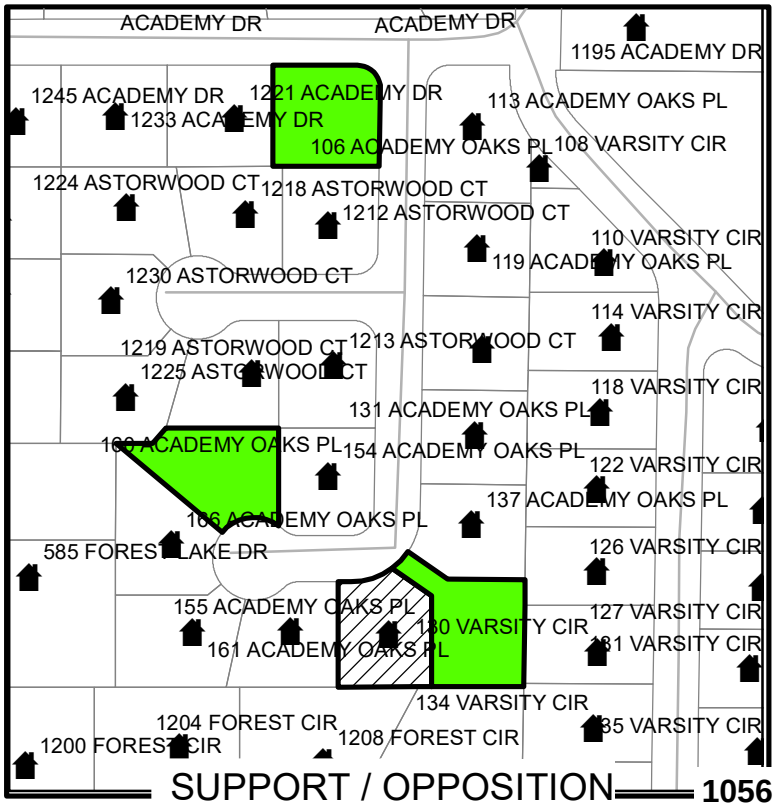
JULIUS JOHN &
JASON HOOD
149 ACADEMY OAKS PL
ALTAMONTE SPRINGS, FL 32714

SEMINOLE COUNTY
BOARD OF COUNTY
COMMISSIONERS
NOVEMBER 14, 2023

LEGEND

- Site
- R-1AA
- A-1
- Support
- Opposition





Date: 8/11/2023

ACADEMY OAKS PL (149)
VARIANCES

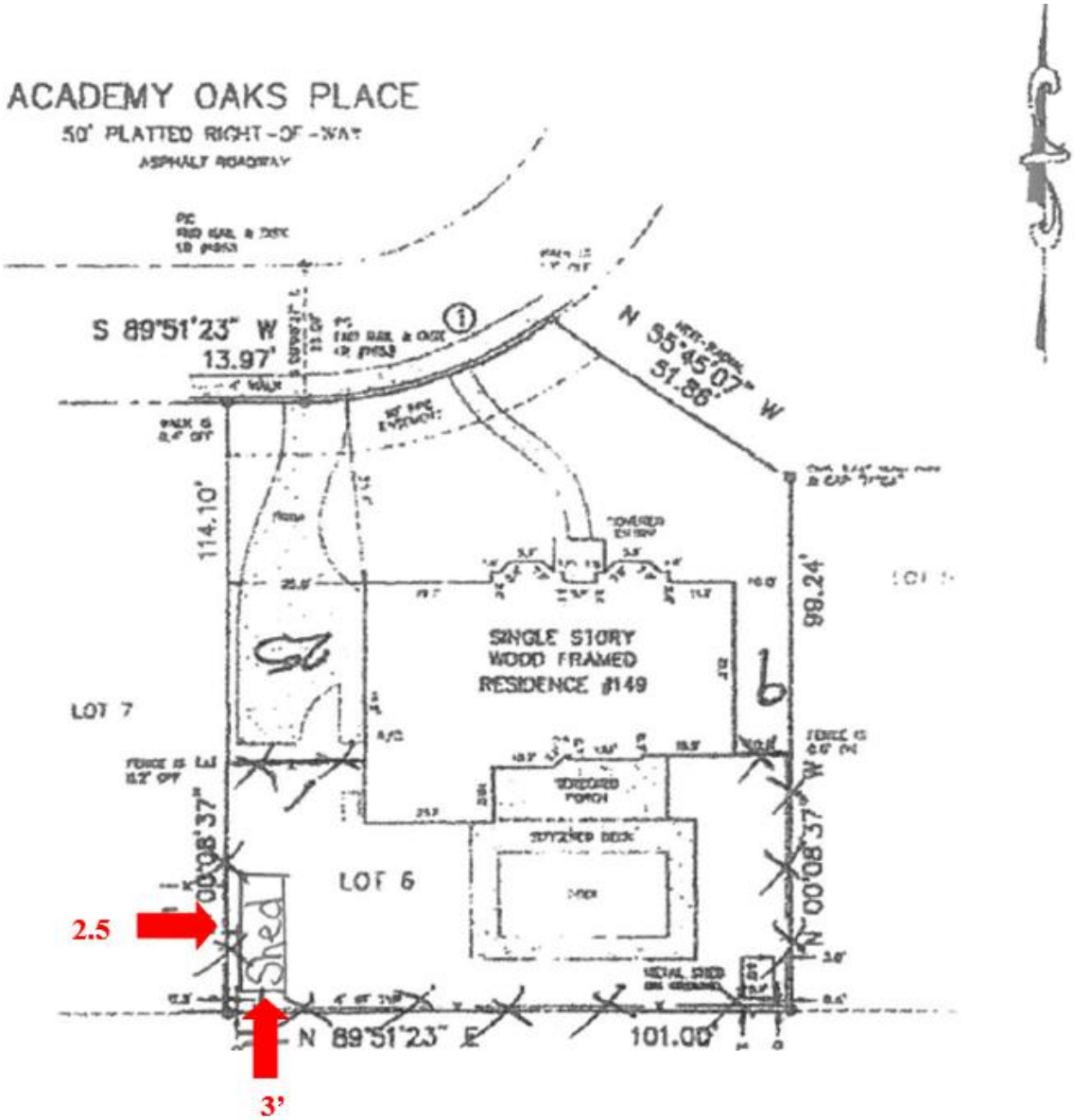


Exhibit – A

SEMINOLE COUNTY
DENIAL DEVELOPMENT ORDER

On August 28, 2023, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOT 6
ACADEMY OAKS
PB 38 PG 39

(The above described legal description has been provided by Seminole County Property Appraiser.)

A. FINDINGS OF FACT

Property Owner: JULIUS JOHN
149 ACADEMY OAKS PL
ALTAMONTE SPRINGS, FL 32714

Project Name: ACADEMY OAKS PL (149)

Requested Variance:

Request for: (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for a shed in the R-1AA (Single Family Dwelling) district.

The findings reflected in the record of the August 28, 2023, Board of Adjustment meeting are incorporated in this Order by reference.

B. CONCLUSIONS OF LAW

Approval was sought to bring into compliance a shed that encroaches into the required side and rear yard setbacks. The Board of Adjustment has found and determined that one or more of the six (6) criteria under the Seminole County Land Development Code for granting a variance have not been satisfied and that failure to grant the variance would not result in an unnecessary and undue hardship. The Property Owner still retains reasonable use of the property without the granting of the requested variance.

C. DECISION

The requested development approval is hereby **DENIED**.

Done and Ordered on the date first written above.

By: _____
Mary Moskowitz, AICP, CPM
Planning and Development Manager

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mary Moskowitz, who is personally known to me and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of September, 2023.

_____
Notary Public

Prepared by: Angi Gates, Planner
1101 East First Street
Sanford, Florida 32771

Exhibit - B

Dear Members of the Board of County Commissioners,

I hope this letter finds you in good health. I am writing to respectfully appeal the denial and ask your consideration in allowing the variance for the shed that was initially denied by the Seminole County Board. I understand that their decisions are guided by a commitment to the community's best interests, and I wish to share with you the compelling reasons for this request.

Firstly, the denial of this shed variance would impose an immense financial burden and hardship on my family, as we are currently surviving on a single income. The shed in question is crucial for housing my work props and theatre set materials, which I utilize for my employment. These materials are not only integral to my livelihood but also serve an educational purpose, benefiting numerous theatre students who rely on them for their creative and educational growth.

To address the concerns previously raised, I would like to highlight that the structure is not on my neighbor's property. When I initially filed for the variance, I provided detailed plans that consider water flow, addressing one of the primary concerns expressed by our neighbor. Additionally, we are committed to installing gutters to ensure even better water flow, demonstrating our dedication to mitigating any potential issues.

It is vital to understand that the removal of this shed would not only impact my employment but also undermine the educational integrity of the theatre program, which relies on the props and set pieces stored within. My university, Bethune-Cookman University, is already dealing with low enrollment and cannot afford to build proper storage for the theatre department’s sets and props. The shed's purpose has always been to support my work and enrich the learning experience for theatre students.

Furthermore, it is important to note that we are not introducing a new structure to the area. Instead, we are replacing a shed that has historically been housed in that location, maintaining the established character of the area. However, I will note that this shed is built with integrity. Besides a code inspector will perform a proper inspection.

I implore you to reconsider this variance denial, taking into account the financial hardship it would impose on my family, the educational implications for theatre students, and the commitment we have shown to addressing any concerns related to water flow. Your support in this matter would be greatly appreciated and would allow us to continue contributing positively to both our family's well-being and the educational development of our community's theatre students.

Thank you for your time and consideration. I look forward to the possibility of a positive resolution.

Sincerely,

Julius John, Ed.D, MFA

Exhibit C

Seminole County Board of Adjustment Meeting Minutes

August 28, 2023

149 Academy Oaks Place – Request for: (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for a shed in the R-1AA (Single Family Dwelling) district; BV2023-053 (John Julius and Jason Hood, Applicants) District 3 - Constantine (Angi Gates, Project Manager)

Angi Gates, Planner, presented this item as stated in the Staff Report.

Larry Wright asked staff if the reason for this request is that there was an existing shed in this location that got damaged and they just replaced and if she found any permits for the previous structure. Ms. Gates responded that there was not a permit for the previous structure.

Tom Kunzen asked staff if a variance or building permit was found, and Ms. Gates responded that she did not find either.

John Julius, Applicant, was present and Mr. Wright stated that in the variance criteria it states that there was already a shed there that was damaged by a recent storm and it was replaced and asked if he got a permit for it. Mr. Julius responded that there was a tiny structure there that they stored stuff in and he wanted to do something bigger and better. Mr. Wright stated that the reason he is asking is to know how it was built by a contractor because they should've known to pull a permit.

Chairman Bernard Johns advised that if the structure is more than two hundred (200) square feet it will have the same setback as the house.

Jim Hattaway asked if there was an existing concrete pad in that location and Mr. Julius responded yes there was already concrete. Mr. Hattaway asked if the concrete pad was bigger or smaller than the shed and the applicant responded that now it's the same size as the shed. Mr. Hattaway asked if it turns out that they can't go forward with the variance as submitted, can they extend the concrete pad and built it within the setback. Mr. Julius replied no because he put the concrete in that corner, and he had no idea that this would occur.

Mr. Kunzen stated that the applicant has submitted letters of support from various neighbors, but not the neighbor that is directly affected and asked if he spoke with that neighbor. Mr. Julius responded that he did not speak with the neighbor because they had a confrontation.

Bob Starks, spoke in support of this request, and stated that he has no problem with the placement of the shed as they are very good neighbors and keep the house very nice.

Travis Roy, spoke in opposition of this request, and stated that he is most affected by this variance request and that their issues started when they started building this structure. He advised that he did not see a previous shed until now and that the eve was put right on the property line where the fence is, so when it rains all the water runs to his yard.

Chairman Johns asked Mr. Roy if the structure was moved four (4) feet so it will be off the fence line if he will be okay with the shed. He responded yes; he would be okay with that. Chairman Johns asked if his biggest concern is the run off water going to his yard and he responded yes, but also that it's not a permanent structure and that he doesn't see any bracing in the structure and the way that the roof is, it can end up in my yard if it's not braced correctly.

Mr. Kunzen said just to be clear is your assertion that prior to the erection of this structure, there was no prior shed. Mr. Roy responded that he probably has seen an umbrella, but not a shed.

In rebuttal, Mr. Julius stated that there was an umbrella there and as far as the eve is concerned, they are still in the process of getting help to erect the shed and advised that he has pictures on his phone that he can show that they cut the eve down.

Mr. Kunzen asked the applicant if the structure is capable of being moved and he responded no, because they made sure that it was hurricane proof and secure. Mr. Kunzen stated that in the variance criteria he stated that the first shed was destroyed by a storm and asked if he remembers which one. Mr. Julius responded that he doesn't remember, but it was a while ago.

Mr. Hattaway stated that the structure has a single slope roof that drains onto the neighbor's property instead of draining to his own property and asked why it was built that way. Mr. Julius responded that it's not draining to the neighbor's property, its draining to his own property and they are also going to put gutters on to take all that water towards the front of the house. Mr. Hattaway asked if they can go back and discuss this or if everyone has their mind made up and they said they are clear.

Mr. Wright added that installing the gutter will solve the drainage issue.

Mr. Kunzen asked if the three (3) neighbors got together and created the letter of support presented to this Board and Mr. Julius responded that one of the neighbors created the letter and showed it to all the neighbors.

A motion was made by Larry Wright, second by Jim Hattaway, to approve the variance request.

In Board discussion, Chairman Bernard Johns stated that the previous shed is not the problem because it was also erected by them, so both were illegal.

Mr. Kunzen stated that he doesn't think that its right for him to approve a request just because the structure is already there.

Mr. Wright stated that based on the previous discussion, the owner mentioned that he can put in a gutter, so the drainage issue is resolve and if they move it the view aspect will still be there and it doesn't make sense to him to move it one (1) foot when the problem is already there.

Board discussion ensued.

The motion to approve did not pass.

A motion was made by Jim Hattaway, seconded by Tom Kunzen, to deny this variance request.

Aye (3): *Chairman Bernard Johns; Vice Chairman Jim Hattaway; and Alternate Tom Kunzen*

Nay (1): Larry Wright

Absent (2): Austin Beeghly; and Alternate Heather Stark

Chairman Johns advised the Applicants of their right to appeal.

Exhibit D

SEMINOLE COUNTY GOVERNMENT
BOARD OF ADJUSTMENT AGENDA MEMORANDUM

SUBJECT: 149 ACADEMY OAKS PL

NAVILINE PROJECT NUMBER: 23-30000053

AGENDA DATE: August 28, 2023

Variance ☒

TITLE
149 Academy Oaks Place – (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for a shed in the R-1AA (Single Family Dwelling) district; BV2023-053 (John Julius and Jason Hood, Applicants) District 3 - Constantine (Angi Gates, Project Manager)

DEPARTMENT
Development Services

DIVISION
Planning & Development Division

CONTACT
Angi Gates – (407) 665-7465

MOTION/RECOMMENDATION
1. Deny the request for: (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for a shed in the R-1AA (Single Family Dwelling) district; or
2. Approve the request for: (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for a shed in the R-1AA (Single Family Dwelling) district; or
3. Continue the request to a time and date certain.

BACKGROUND
- The subject property is located in the Academy Oaks subdivision.
- The existing shed is 240 square feet and encroaches seven and one-half (7½) feet into the required (west) side yard setback and twenty-seven (27) feet into the required rear yard setback.

- Sec. 30.1345. - Accessory buildings and uses in residential areas. (f) In the case of double frontage lots and where there is a conforming six (6) feet high minimum solid fence or wall to the rear of the property and in the case of detached accessory structures under two hundred (200) square feet in size and under twelve (12) feet in height, there shall be a minimum ten (10) feet rear yard setback.
- The request is for a variance to Section 30.206(b) of the Land Development Code of Seminole County, which states:

  (b) On properties assigned the R-1AA, R-1AAA and R-1AAAA zoning classifications, the following minimum yards shall be observed:

  (2) Side. Ten (10) feet inside, twenty-five (25) feet street side.

  (3) Rear. Thirty (30) feet.
- Three letters of support were submitted from residents throughout the neighborhood. We did not receive a letter of support from the neighbor that will is directly affected.
- A Code Enforcement violation (23-105) was issued for this structure, resulting in the necessity of this variance.
- There have not been any prior variances for the subject property.

STAFF FINDINGS

The applicant has not satisfied all six (6) criteria under Section 30.43(b)(3) of the Seminole County Land Development Code for granting a variance as listed below:

a. That special conditions or circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or building in the same zoning district; and

b. That the special conditions and circumstances do not result from the actions of the applicant; and

c. That the granting of the variance requested will not confer on the applicant special privileges that are denied by Chapter 30 to other lands, buildings, or structures in the same zoning district; and

d. That the literal interpretation of the provisions of Chapter 30 will deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification; and

e. That the variance requested is the minimum variance that will make possible reasonable use of the land, building or structure; and

f. That the grant of the variance would be in harmony with the general intent of Chapter 30.

Staff finds that the following variance criteria have not been satisfied:

The general intent of the Land Development Code is to maintain consistent setbacks; therefore, the grant of the variance would not be in harmony with the general intent of Chapter 30. Section 30.43(b)(3)(f)

STAFF CONCLUSION

Based upon the foregoing findings, the requested variance is not in the public interest and failure to grant the variance would not result in an unnecessary and undue hardship.

STAFF RECOMMENDATION

Based on the stated findings, staff recommends denial of the request, but if the Board of Adjustment determines that the applicant has satisfied all six (6) criteria under Section 30.43(b)(3) of the Seminole County Land Development Code for granting a variance, staff recommends the following conditions of approval:

1. Any variance granted will apply only to the shed as depicted on the attached site plan; and
2. Any additional condition(s) deemed appropriate by the Board of Adjustment, based on information presented at the public hearing.

Property Record Card

SEMINOLE COUNTY PROPERTY APPRAISER
DAVID JOHNSON, CFA

Parcel 17-21-29-524-0000-0060

Property Address 149 ACADEMY OAKS PL ALTAMONTE SPRINGS, FL 32714

Parcel Location

Site View

Parcel Information

Parcel	17-21-29-524-0000-0060
Owner(s)	JOHN, JULIUS - Joint Tenants with right of Survivorship HOOD, JASON - Joint Tenants with right of Survivorship
Property Address	149 ACADEMY OAKS PL ALTAMONTE SPRINGS, FL 32714
Mailing	149 ACADEMY OAKS PL ALTAMONTE SPG, FL 32714-2804
Subdivision Name	ACADEMY OAKS
Tax District	01-COUNTY-TX DIST 1
DOR Use Code	01-SINGLE FAMILY
Exemptions	00-HOMESTEAD(2015)
AG Classification	No

Value Summary

	2024 Working Values	2023 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	$260,254	$257,307
Depreciated EXFT Value	$27,000	$26,800
Land Value (Market)	$60,000	$60,000
Land Value Ag		
Just/Market Value	$347,254	$344,107
Portability Adj		
Save Our Homes Adj	$76,952	$81,678
Amendment 1 Adj	$0	$0
P&G Adj	$0	$0
Assessed Value	$270,302	$262,429

2023 Certified Tax Summary

2023 Tax Amount without Exemptions **$4,579.38** **2023 Tax Savings with Exemptions** **$1,617.92**

2023 Tax Bill Amount **$2,961.46**

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

LOT 6
ACADEMY OAKS
PB 38 PG 39

Taxes

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
ROAD DISTRICT	$270,302	$50,000	$220,302
SJWM(Saint Johns Water Management)	$270,302	$50,000	$220,302
FIRE	$270,302	$50,000	$220,302
COUNTY GENERAL FUND	$270,302	$50,000	$220,302
Schools	$270,302	$25,000	$245,302

Sales

Description	Date	Book	Page	Amount	Qualified	Vac/Imp
WARRANTY DEED	06/01/2014	08278	0944	$270,000	Yes	Improved
QUIT CLAIM DEED	03/01/2009	07150	0035	$100	No	Improved
WARRANTY DEED	02/01/2009	07141	1693	$300,000	Yes	Improved
WARRANTY DEED	07/01/1999	03697	0964	$162,000	Yes	Improved
WARRANTY DEED	09/01/1991	02338	0944	$153,000	Yes	Improved
WARRANTY DEED	03/01/1989	02058	1518	$32,000	Yes	Vacant

Land

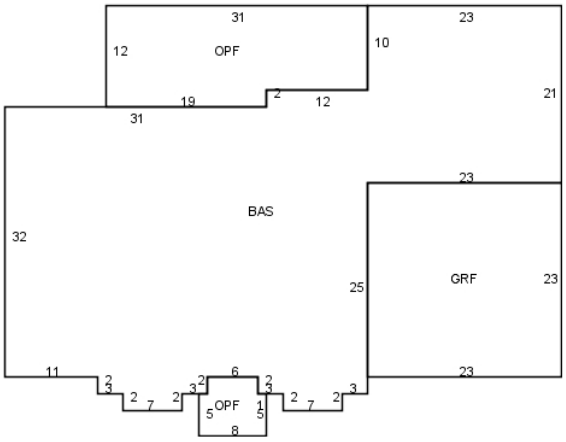
Method	Frontage	Depth	Units	Units Price	Land Value
LOT			1	$60,000.00	$60,000

Building Information

#	Description	Year Built**	Bed	Bath	Fixtures	Base Area	Total SF	Living SF	Ext Wall	Adj Value	Repl Value
1	SINGLE FAMILY	1989	3	2.0	9	1,963	2,892	1,963	WD/STUCCO FINISH	$260,254	$307,993

Appendages

Description	Area
OPEN PORCH FINISHED	348.00
OPEN PORCH FINISHED	52.00
GARAGE FINISHED	529.00



Building 1 - Page 1

*** Year Built (Actual / Effective)*

Permits

Permit #	Description	Agency	Amount	CO Date	Permit Date
04695	REROOF 47 SQS	County	$4,700		6/1/1998
03382	REROOF	County	$11,895		3/16/2017
03085	6' X 229' VINYL FENCE W/1 GATE	County	$6,151		3/22/2016

Extra Features

Description	Year Built	Units	Value	New Cost
POOL 1	10/01/1989	1	$21,000	$35,000
SCREEN ENCL 2	10/01/1989	1	$3,600	$9,000
SOLAR HEATER	06/01/1992	1	$0	
FIREPLACE 2	10/01/1989	1	$2,400	$6,000

Zoning

Zoning	Zoning Description	Future Land Use	Future Land Use Description
R-1AA	Low Density Residential	LDR	Single Family-11700

Utility Information

Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
13.00	DUKE	CENTURY LINK	SEMINOLE COUNTY UTILITIES	SEMINOLE COUNTY UTILITIES	MON/THU	THU	WED	Advanced Disposal

Political Representation

Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 3 - Lee Constantine	Dist 7 - Cory Mills	Dist 39 - DOUG BANKSON	Dist 10 - Jason Brodeur	39

School Information

Elementary School District	Middle School District	High School District
Bear Lake	Teague	Lake Brantley

Copyright 2023 © Seminole County Property Appraiser

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Development Services Public Hearing Items

Board of County Commission Meeting

November 14, 2023

Tri-State Towing PD Rezone

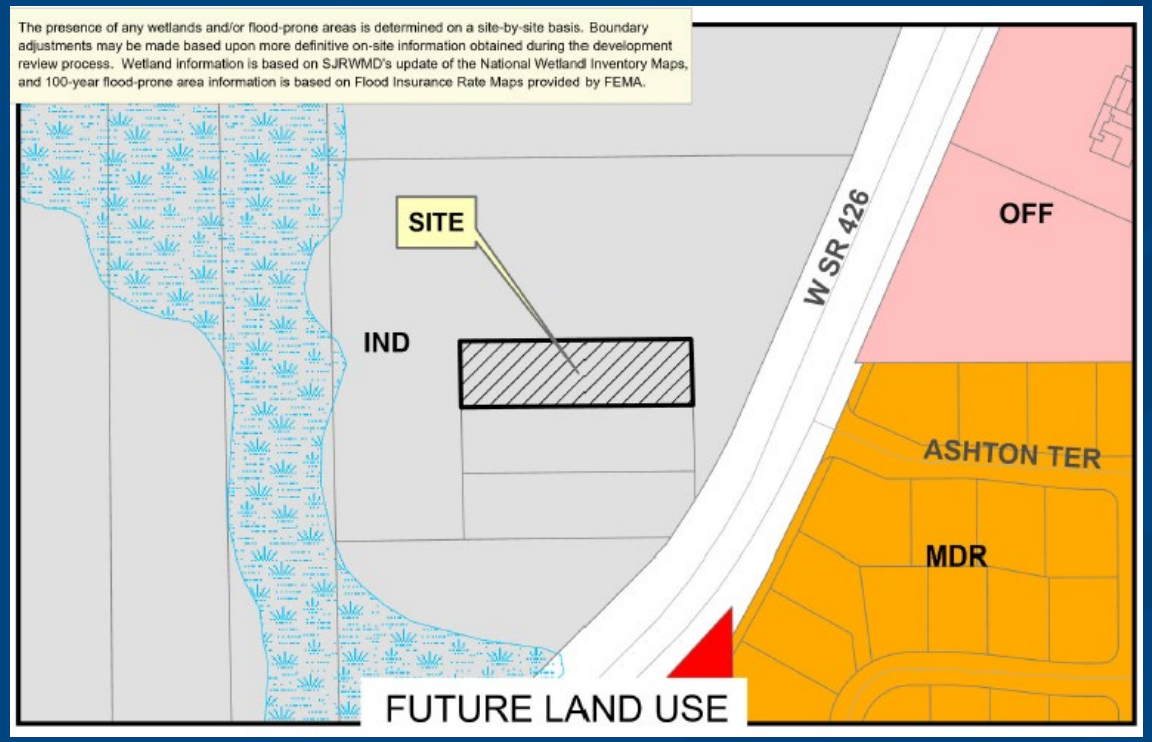
Applicant: Brian Taylor

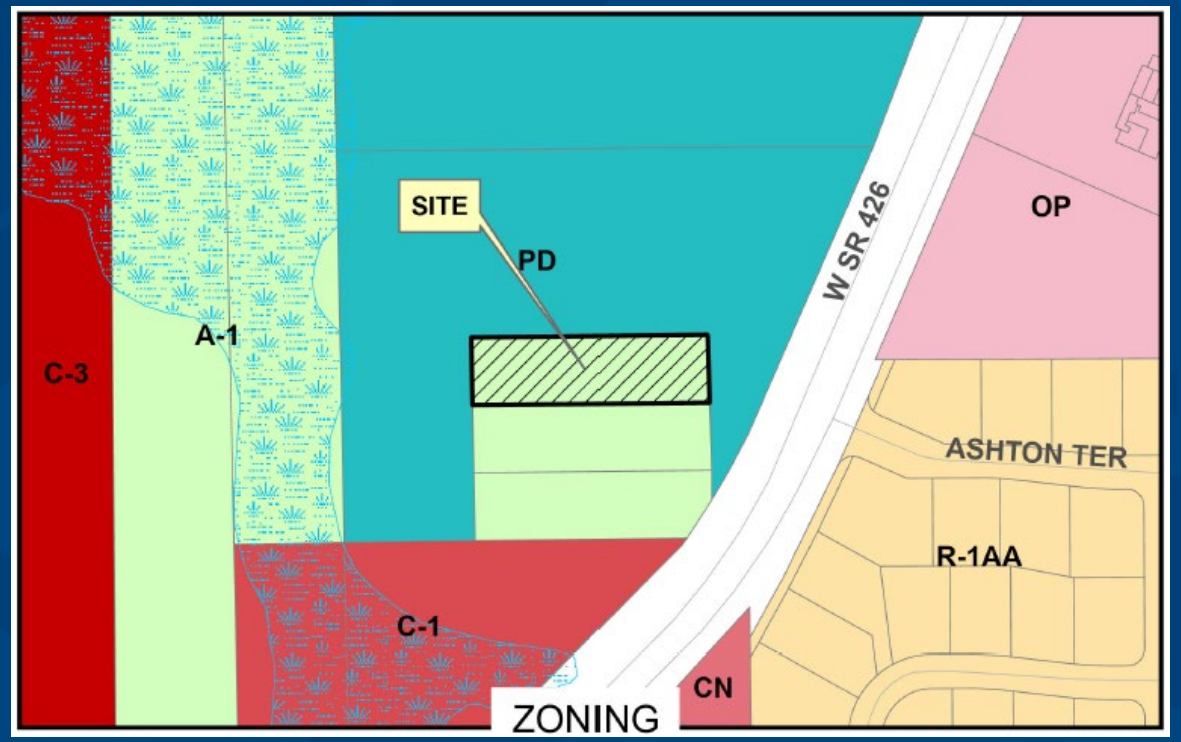
Request: The Applicant is requesting a continuance to the December 12, 2023, Board of County Commission Meeting.

Tri-State Towing Background

- The Applicant is considering a Rezone from A-1 (Agriculture) to PD (Planned Development) for a proposed warehouse/office on approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point.
- The Applicant proposes to develop the subject property as an office and warehouse with the accessory use of a tow yard.
- The Tri- State Towing Company currently operates six (6) tow trucks providing roadside assistance to the public as well as emergency response service for public safety, fire, and police.

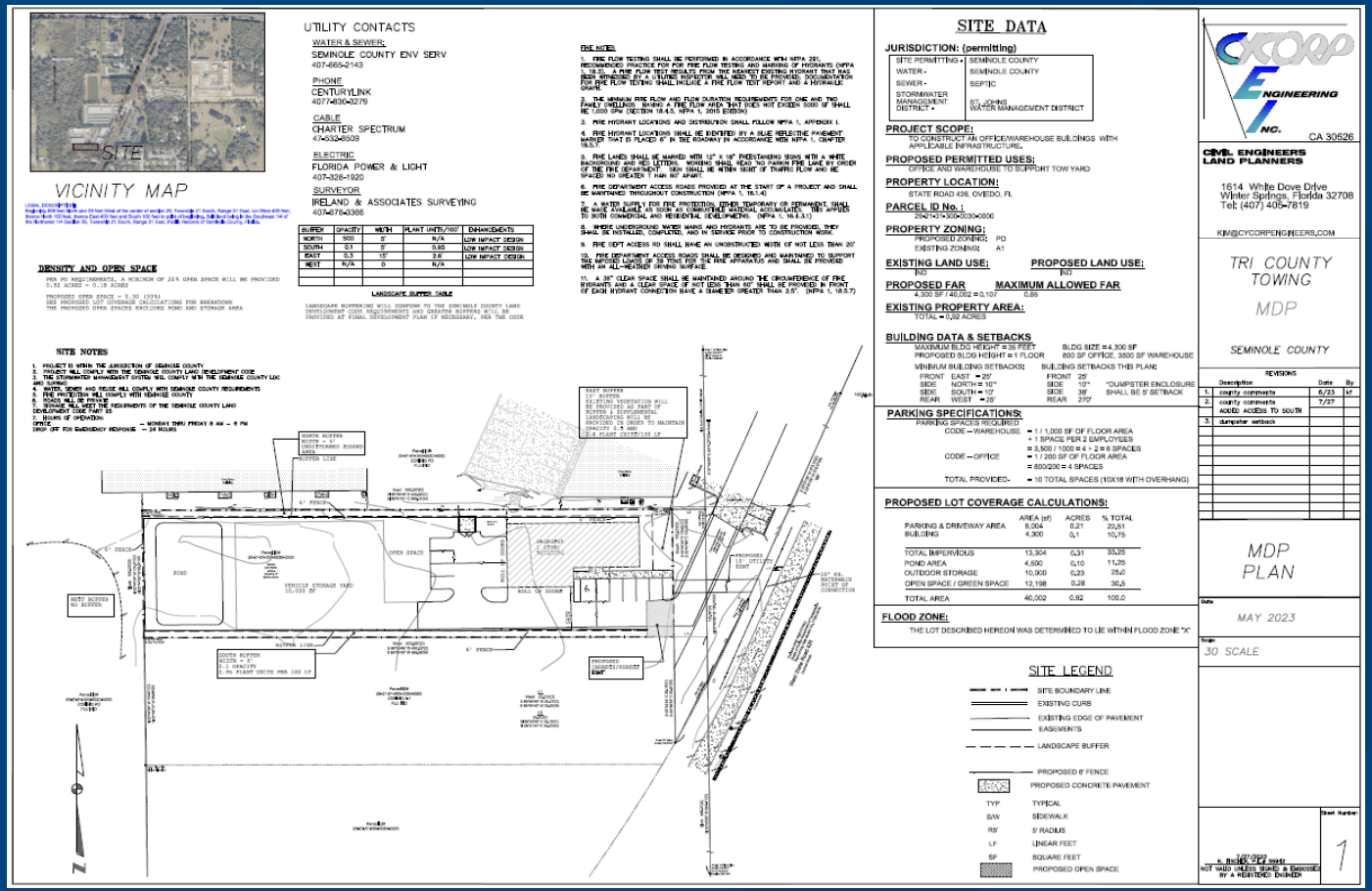
Tri-State Towing





SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Tri-State Towing Master Development Plan



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Tri-State Towing
Requested Board Action:

Recommend the Board of County Commissioners adopt the proposed Ordinance enacting the Rezone from A-1 (Agriculture) to PD (Planned Development); and approve the associated Master Development Plan and Development Order for an office and warehouse with the accessory use of a tow yard on approximately 0.92 acres, located on the west side of W SR 426, approximately 800 feet north of Connection Point.

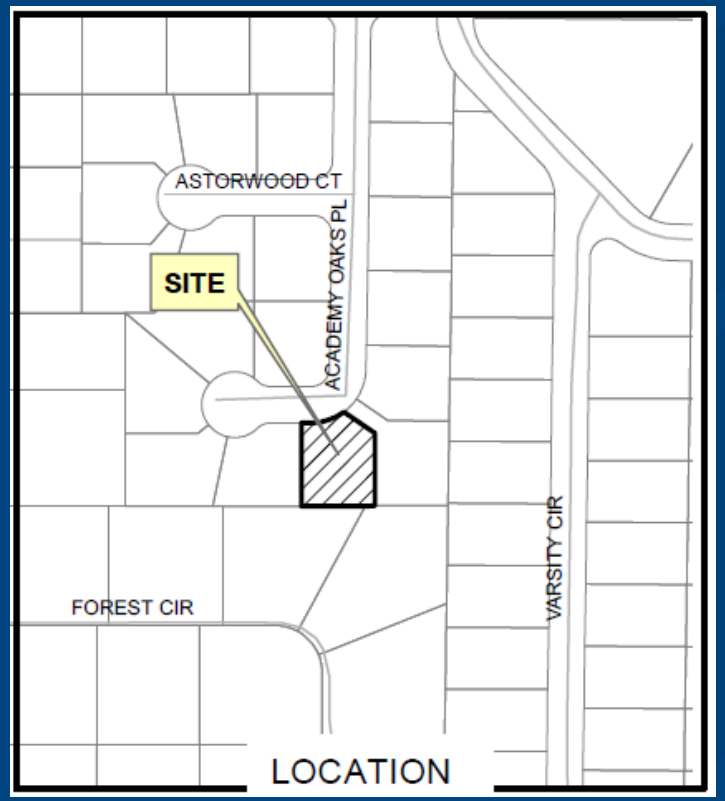
Board of Adjustment Appeal – 149 Academy Oaks Place

Project: Board of Adjustment Appeal – 149 Academy Oaks Place

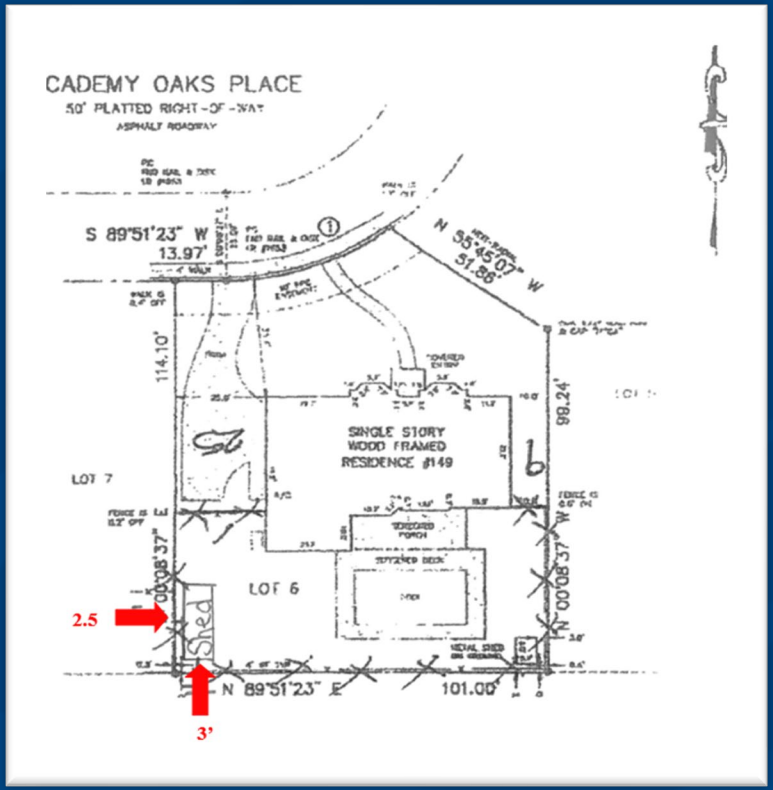
Applicant: Julius John

Request: Appeal of the Board of Adjustment decision to deny the request for : (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for a shed in the R-1AA (Single Family Dwelling) district, and more particularly known as 149 Academy Oaks Place.

Board of Adjustment Appeal – 149 Academy Oaks Place



Board of Adjustment Appeal – 149 Academy Oaks Place



Board of Adjustment Appeal – 149 Academy Oaks Place

Board of Adjustment Appeal – 149 Academy Oaks Place

Board of Adjustment Appeal – 149 Academy Oaks Place

Requested Board Action:

Based on the information, findings, and conclusions included and referenced in the Agenda Memorandum prepared in association with the original action taken by the Board of Adjustment at its meeting on August 28, 2023 and the testimony presented at the aforementioned meeting, staff recommends the Board of County Commissioners uphold the decision of the Board of Adjustment to deny the request for: (1) a side yard (west) setback variance from ten (10) feet to two and one-half (2½) feet; and (2) a rear yard setback variance from thirty (30) feet to three (3) feet for a shed in the R-1AA (Single Family Dwelling) district.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1061

Title:

Adopt Ordinance to create the Rice Lake Lake Management Municipal Services Benefit Unit [MSBU]; Adopt the associated preliminary capital assessment roll and the initial variable rate assessment roll required for funding the requested public services. District 5 - Herr **(Michael A. Eason Jr., MSBU Program Manager)**

Authorized By:

Lorie Bailey-Brown, CFO, Resource Management Director

Division:

Resource Management - MSBU

Contact/Phone Number:

Michael A. Eason Jr. MSBU Program Manager/(407) 665-7164

Motion/Recommendation:

1. Adopt the proposed Ordinance creating the Rice Lake Lake Management Municipal Services Benefit Unit [MSBU]; (2) the preliminary Capital Assessment roll for Phase I MSBU services, (3) the initial Variable Rate assessment roll for Phase II MSBU services.
2. Deny the Ordinance creating the Rice Lake Lake Management Municipal Services Benefit Unit [MSBU]; (2) the preliminary Capital Assessment roll for Phase I MSBU services, (3) the initial Variable Rate assessment roll for Phase II MSBU services.
3. Continue the request to a time and date certain.

Background:

Rice Lake as related to the proposed MSBU is a 42-acre lake located in the NW quadrant of Seminole County in Commission District 5. Rice Lake has a proposed initial restoration with ongoing maintenance for lake management services over time. Due to natural lake deterioration over time and a need for lake management services

aimed at managing aquatic plant communities as deemed beneficial and/or critical to restoring and enhancing the water quality and overall health of the waterbody; representatives of the waterfront community submitted an application in November 2022 for assistance with securing restoration and ongoing lake management public services by establishing an MSBU assessment district for funding . The essential need for these public services was confirmed through the County's evaluation of Rice Lake and subsequent recommendations of essential service components.

The required petitioning process coordinated by the MSBU Program demonstrated a 74% response in favor of the BCC creating the requested MSBU.

The proposed governing ordinance sets forth the necessary provisions to establish the municipal services for Rice Lake in a manner whereby each specially benefited property shares equitably in the cost of services. The assessment boundary of the MSBU includes 31 assessable properties which have all been designated as waterfront residential. The assessment allocation is based on one benefit-cost component: (1) Waterfront Residential. The assessment allocations and cost allocation per cost-benefit component are defined in the ordinance exhibits.

Creation of this MSBU includes approval of essential public services that will be conducted in two phases as directed by the County and funded through a combination of Public Works Department budgeted funds in FY2023 and non-ad valorem assessments levied against specially benefited property. County resources are required in support of the MSBU administration and for determining and managing the lake management services. The assessment calculation for each phase of service includes coverage of MSBU Program administrative cost. The cost for monitoring conditions and managing services will be funded by the General Fund utilizing Watershed Management Division budgeted resources unless otherwise directed by the Board.

Phase I services are identified as initial restoration activities to be completed after to November 1, 2023, at an estimated cost of $120,000. The initial funding sources for the Phase I services include a General Fund contribution of $20,000 [Public Works Department budget] and a fund advance of approximately $100,000 from the MSBU Program project funds. The final fund advance from MSBU Program will be based on actual restoration cost. The funds advanced from the County’s MSBU project funds will be repaid via a one-time non-ad valorem capital assessment levy that provides a 5 -year repayment period with installment payments collected by the Seminole County Tax Collector via annual property tax bills potentially to begin with tax year 2024.

Phase II services are identified as ongoing lake management activities that will begin

after the completion of Phase I services. The fund budget for PHASE II services is estimated to average $12,000 annually based on a 5-year projected budget that is inclusive of contracted service cost, administration, and reserve contingency planning. The contracted services and products acquired in conjunction with County recommended lake management services will be funded by non-ad valorem assessments that may vary annually based on actual cost. The assessments for Phase II services will be levied annually and collected by the Seminole County Tax Collector via annual property tax bills beginning with tax year 2024. The governing ordinance includes a maximum allowable assessment and maximum allowable annual increase for Phase II. Future year assessments will vary according to site conditions, responsiveness to treatments, and lake management requirements. Future year Phase II assessments will be determined annually and subject to Board approval.

Staff Recommendation:

Staff recommends the Board adopt (1) the Ordinance creating the Rice Lake Lake Management Municipal Services Benefit Unit [MSBU]; (2) the preliminary Capital Assessment roll for Phase I MSBU services, (3) the initial Variable Rate Assessment roll for Phase II MSBU services.

Orlando Sentinel
MEDIA GROUP

Published Daily
ORANGE County, Florida

Sold To:
Seminole Co MSBU Program - CU00353333
1101 E 1st St Rm 3301
Sanford, FL 32771

Bill To:
Seminole Co MSBU Program - CU00353333
1101 E 1st St Rm 3301
Sanford, FL 32771

State Of Florida
County Of Orange

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

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Oct 15, 2023.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 16 day of October, 2023,
by above Affiant, who is personally known to me (X) or who has produced identification ( ).

LeAnne Rollins

Signature of Notary Public

LEANNE ROLLINS
Notary Public - State of Florida
Commission # GG 982233
My Comm. Expires Apr 27, 2024
Bonded through National Notary Assn.

Name of Notary, Typed, Printed, or Stamped

7513515

Orlando Sentinel
MEDIA GROUP

NOTICE

NOTICE is hereby given that the Board of County Commissioners of Seminole County, Florida, intends to hold a public hearing to consider the enactment of an ordinance entitled:

AN ORDINANCE CREATING THE RICE LAKE LAKE MANAGEMENT MUNICIPAL SERVICES BENEFIT UNIT (MSBU) FOR THE PURPOSE OF PROVIDING LAKE MANAGEMENT TO THE LAKE AREAS WITHIN THE MSBU; PROVIDING IDENTIFICATION OF PROPERTY INCLUDED IN SAID UNIT; PROVIDING FOR THE GOVERNING OF SAID MSBU BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING THE ASSESSMENT FORMULA; PROVIDING A LIST OF PRELIMINARY CAPITAL IMPROVEMENT ASSESSMENTS AND PROVIDING FOR A METHOD OF ESTABLISHING FINAL CAPITAL ASSESSMENT; PROVIDING ANNUAL VARIABLE RATE ASSESSMENT AND INITIAL ASSESSMENT ROLL FOR ASSESSMENT AND COLLECTION BY THE UNIFORM METHOD ADOPTED BY THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS ON FEBRUARY 24, 2009, PURSUANT TO SECTION 197.3632, FLORIDA STATUTES; PROVIDING FOR CODIFICATION IN THE SEMINOLE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. at 1:30 p.m. or as soon thereafter as possible, at its regular meeting on November 14, 2023, at the Seminole County Services Building, 1101 East First Street, Board of County Commissioners Chambers, Sanford, Florida. Adoption of the proposed ordinance includes identification of the assessment boundary, establishing one benefit unit per assessable waterfront property, establishing a preliminary capital assessment of $3,936.00 per benefit unit with provisions for a 5-year repayment period for funding initial restoration services, establishing an annual variable rate assessment with an initial assessment of $433.00 (annual) per benefit for ongoing services, and documenting community support and intentions for adopting a future capital assessment for funding nutrient abatement services after ongoing services have been implemented. Authorized assessments will be collected by the Tax Collector beginning with tax year 2024. The proposed ordinance may be reviewed on the Internet at: http://cdn.seminolecountyfl.gov/departments-services/resource-management/municipal-service-benefit-unit-msbu-pr/msbu-applications-in process.stml. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance, may participate remotely by registering in advance at Webinar Registration, or may participate by telephone by calling (407) 665-0808. All affected property owners have the right to file written objections to the MSBU Program within 20 days of the publication of the notice. Persons are advised that, if they decide to appeal any decision made at this hearing, 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 record includes the testimony and evidence upon which the appeal is to be based. For additional

Orlando Sentinel
MEDIA GROUP

information regarding this notice contact the MSBU Program, (407) 665-7164. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Human Resources Division ADA Coordinator 48 hours in advance of the meeting at (407) 665-7940.

7513515 10/15/2023

7513515

ORDINANCE NO. 2023 - _____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE CREATING THE RICE LAKE LAKE MANAGEMENT MUNICIPAL SERVICES BENEFIT UNIT (MSBU) FOR THE PURPOSE OF PROVIDING LAKE MANAGEMENT TO THE LAKE AREAS WITHIN THE MSBU; PROVIDING IDENTIFICATION OF PROPERTY INCLUDED IN SAID UNIT; PROVIDING FOR THE GOVERNING OF SAID MSBU BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING THE ASSESSMENT FORMULA; PROVIDING A LIST OF PRELIMINARY CAPITAL IMPROVEMENT ASSESSMENT AND PROVIDING FOR A METHOD OF ESTABLISHING FINAL CAPITAL ASSESSMENT: PROVIDING ANNUAL VARIABLE RATE ASSESSMENT AND INITIAL ASSESSMENT ROLL FOR ASSESSMENT AND COLLECTION BY THE UNIFORM METHOD ADOPTED BY THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS ON FEBRUARY 24, 2009, PURSUANT TO SECTION 197.3632, FLORIDA STATUTES; PROVIDING FOR CODIFICATION IN THE SEMINOLE COUNTY CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County, Florida has the authority to establish a Municipal Services Benefit Unit (MSBU) pursuant to Chapter 125, Florida Statutes; and

WHEREAS, there are waterfront properties within unincorporated Seminole County and at Rice Lake which will benefit from the municipal lake management services; and

WHEREAS, the municipal services to be provided by Seminole County on behalf of Rice Lake are identified by two distinct phases. As herein authorized by creation of an MSBU, Phase I shall consist of restoration services funded by: (i) a one-time County contribution of TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00) from the Public Works Department fiscal year 2024 budget, and (ii) a designated cost share to be assigned to the specially benefited properties and levied as a capital improvement assessment financed and payable by installment over a multi-year repayment period as identified in Exhibits A, B and C; Phase II services shall

consist of ongoing lake management funded by an annual non-ad valorem assessment as identified in Exhibits A, B and D; and

WHEREAS, lake management as a municipal service is expected to be ongoing and indefinite due to the ever changing environmental and aquatic vegetation conditions associated with Florida lakes; Phase II shall consists of those services deemed critical to maintaining and promoting conditions that enhance the over-all health of the waterbody; with emphasis on providing a public service for a public purpose which by definition is limited to the shoreline and the waterbody. Seminole County will provide an initial and ongoing lake management plan based on funding parameters and best lake management practices, manage service contracts, monitor results and communicate updates on a routine basis. Management of the waterbody may include chemical, mechanical, biological, and/or other methods consistent with best lake management practices and as deemed appropriate by the County; and

WHEREAS, the Phase I services require County funding, therefore, a minimum duration for Phase II services shall be mandated to ensure optimal outcome and preservation of improvements gained during Phase I; and,

WHEREAS, the referenced municipal services were requested via a community-based application and the required Petition to Create an MSBU distributed and monitored by the MSBU Program demonstrated a favorable community support percentage [Exhibit E] that met the minimum sixty-five percent (65%) support level required by Section 22.10(N) of the Seminole County Administrative Code; and

WHEREAS, the Phase I non-ad valorem assessment which results from enactment of this Ordinance may be adjusted per actual Phase I cost, and the Phase II variable rate assessment may be adjusted annually due to changes in the number of benefit units, changes in Department of

Revenue classification or fluctuations in operating and/or administrative expenses necessary for lake management services; and

WHEREAS, the Phase I assessment is comprised of two benefit components preliminarily set at (a) THREE THOUSAND TWO HUNDRED TWENTY-SIX AND 00/100 DOLLARS ($3,226.00) per waterfront location benefit unit; per cost projections provided in Exhibit A; and

WHEREAS, the initial Phase II variable rate assessment is comprised of one benefit components proposed (a) FOUR HUNDRED THIRTY-THREE AND 00/100 DOLLARS ($433.00) per waterfront location benefit unit; as per cost projections provided in Exhibit A; and

WHEREAS, the Seminole County Public Works Department will select the service provider(s) according to standard Purchasing and Contract provisions; and

WHEREAS, boat access to the waterbodies is required for the County to provide these services; and

WHEREAS, the Seminole County Public Works Department will maintain decision-making authority relative to initial and on-going lake management services; and

WHEREAS, community participation and representation is encouraged in support of certain MSBU activities; representatives of the assessed properties will be provided opportunity to serve as liaisons of the assessed community as per Roles and Responsibilities outlined in Exhibit F; and

WHEREAS, an Economic Impact Statement has been prepared for public review in accordance with the provisions set forth in the Seminole County Home Rule Charter; and

WHEREAS, the Board of County Commissioners has approved the hereinafter described MSBU.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Short Title. This Ordinance shall be known and referred to as the Rice Lake Lake Management Municipal Services Benefit Unit (MSBU) Ordinance.

Section 2. Creating Unit; Improvements. There is hereby created within Seminole County the Rice Lake Lake Management Municipal Services Benefit Unit (MSBU) for the purpose of providing a Phase I initial restoration services; and Phase II ongoing lake management services within the MSBU. Said MSBU shall encompass and include lake management services for both Phase I and Phase II as defined in Exhibit A on behalf of Rice Lake. Said MSBU boundary shall encompass the parcels listed in Exhibits C and D per the property records maintained by the Seminole County Property Appraiser, all of which are located within unincorporated Seminole County, Florida.

Section 3. Powers and Duties of Board. The MSBU shall be governed by the Board of County Commissioners of Seminole County, Florida, which Board shall have the following powers and duties:

(a) To provide for the collection and disbursal by the County of such funds as may be necessary to pay the expenses for lake management services within the MSBU.

(b) To provide for or contract for the design, construction, and maintenance of the chemical, biological, mechanical or any combination of methodologies as set forth in Section 2.

(c) To levy non-ad valorem assessments upon property abutting, adjoining and contiguous to such restoration and lake management areas when such property is specially benefited by such services.

(d) To levy non-ad valorem assessments upon any property which is specially benefited and/or abuts, adjoins and is contiguous to the lake, or which may have been omitted from the hereinafter described assessment listing, upon giving sufficient notice to the owners of such property and holding a public hearing to consider any comments, objections or other relevant information to arrive at such decision to levy such non-ad valorem assessments.

(e) To provide method of financing from MSBU Program project funds as authorized by the administrative procedures for municipal services benefit units.

Section 4. MSBU Administrative Costs. All property included in the assessed boundary will be assessed administrative costs, as promulgated under the Municipal Services Benefit Unit Program procedures.

Section 5. County Funding. A supplemental County funding contribution in the amount of TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00) for Phase I is designated from the Public Works Department FY23-24 annual budget.

Section 6. Assessment and Collection. The funding structure for Phase I and Phase II, as described in Section 2, are provided in Exhibit B. A list of the properties specifically benefited from Phase I and Phase II services, along with the respective benefit unit allocation is provided in Exhibits C and D. A preliminary Phase I non-ad valorem assessment as listed in Exhibit C is hereby assigned to each property specially benefited from Phase I services. The final Phase I assessment will be determined following completion of that phase, and will be based on actual cost. Final assessment will be established by Board Resolution adopted at a public hearing and

will be based on actual cost of Phase I services, less the supplemental funding provided by the County. Payment in full of the final adjusted Phase I assessment without assignment of financing fees will be accepted by the County within thirty (30) days following the final public hearing. Phase I assessments not paid in full will be assigned an annual financing fee and will be collected by up to five (5) equal annual installments billed and collected through the annual property tax bills. Financing fees are subject to financing terms available at the time of project completion and establishment of the final adjusted assessment.

An annual variable rate assessment as listed in Exhibit D for Phase II services is hereby assigned to each property to be specially benefited by Phase II services. The initial assessment roll proposed for levy via the 2024 assessment roll is provided in Exhibit D. After the initial year of assessment, the assessment amounts may be adjusted annually. The annual assessment shall be derived each year by allocating the total annual budgeted costs of the MSBU equitably to each benefit unit per the assessment matrix provided in Exhibit B. The assessment amount per benefit component shall be approved annually by Board Resolution.

Said assessments shall constitute a lien upon the lands assessed. Pending collection by the County of such assessments, as provided herein, the County may spend from its Municipal Services Benefit Unit Fund such sums as may be necessary to operate, maintain and administer the MSBU hereby created, and the County will be reimbursed to such extent at such time assessments are collected.

All non-ad valorem assessments which may be created through this Ordinance shall be assessed and collected by the uniform method adopted by the Seminole County Board of County Commissioners, pursuant to Section 197.3632, Florida Statutes.

Section 7. Maximum Allowable Assessment. The Phase II assessment developed per Exhibit A and the provisions of Rice Lake Lake Management Municipal Services Benefit Unit Ordinance may be adjusted annually. An assessment increase in any given year is limited to an amount no greater than fifteen percent (15%) above the prior year rate. An assessment increase amount greater than fifteen percent (15%) in any given year, as set forth in this Ordinance, can be authorized by Board resolution at a public hearing or by Board consent resolution subsequent to an MSBU Program petition process that confirms the owners of at least sixty-five percent (65%) of the assessed properties support the recommended increase. The maximum allowable assessment per waterfront residential parcel for Phase II is capped at FOUR HUNDRED NINETY-EIGHT AND 00/100 DOLLARS ($498.00). The cap may be increased by Board resolution at a public hearing or by Board consent resolution subsequent to an MSBU Program petition process that confirms the owners of at least sixty-five percent (65%) of the assessed properties support the recommended increase. Assessments will be adjusted to accommodate Department of Revenue classification changes and to include any new parcels derived from a property split, merge or join within the said MSBU.

Section 8. Minimum Duration. Based upon the Phase I services authorized and coordinated by the County on behalf of Rice Lake Lake Management in association with this Ordinance and funded with County support, a minimum duration of ten (10) years for Phase II ongoing services funded by non-ad valorem assessment is deemed appropriate to ensure continuance of improvement gained by Phase I efforts. Unless otherwise authorized by the Board, dissolution of the Rice Lake Lake Management MSBU will not be granted until the Ordinance has been in effect for a minimum of ten (10) assessment years following the effective date of the ordinance creating the MSBU.

Section 9. MSBU Liaisons. Representatives of the assessed properties shall be provided opportunity to serve as MSBU Liaisons. The role of an MSBU Liaison includes activities such as providing representation on behalf of all owners of assessed property on lake issues, monitoring lake conditions and reporting observations, attending an annual lake management meeting with the County, disseminating relevant information, and encouraging communitywide awareness and participation respective to environmental stewardship recommendations as outlined in Exhibit F.

Section 10. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code, and that the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that Sections 11, 12 and 13 of this Ordinance shall not be codified.

Section 11. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 12. Effective Date. This Ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk to the Board of County Commissioners.

BE IT ORDAINED by the Board of County Commissioners of Seminole County, this _____ day of _____, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

_____
AMY LOCKHART, Chairman

Attachments:

Exhibit A – Scope of Services and Cost Estimates
Exhibit B – Assessment Boundary and Assessment Matrix – Phases I & II
Exhibit C – Preliminary Assessment Roll – Phase I
Exhibit D – Initial Assessment Roll – Phase II
Exhibit E – Petition & Summary Results
Exhibit F – Roles and Responsibilities

PHC/kly
8/31/23 9/19/23 9/27/23
T:\CAO Protected\Misc\Master Docs\SJS Ordinances\2020 - 2023 drafts in NetDocuments\2023\Rice Lake Lake Mgmt. MSBU Ordinance Aug31(23).docx

EXHIBITS

A - Scope of Services and Cost Estimates
B - Assessment Boundary, Benefit Unit and Cost Allocation
C - Preliminary Assessment Roll - Phase I
D - Initial Assessment Roll - Phase II
E - Petition & Summary Results
F - Roles and Responsibilities

Exhibit A
Scope of Services and Cost Estimates

SCOPE OF SERVICES

The lake management services offered by Seminole County are limited to the waterbody boundary. The lake management services to be provided on behalf of Rice Lake as defined in this ordinance consists of PHASE I: Restoration and Startup Services, PHASE II: Ongoing Lake Management. The PHASE I services will address existing conditions necessitating immediate intervention as deemed essential by Seminole County's Lake Management Program and according to proposed funding parameters. PHASE II services will consist of on-going lake management services deemed essential by Seminole County for maintaining and promoting targeted outcomes. Both phases of service will be based on best lake management practices and service methodologies may include a broad variety of modalities, such as, but not limited to chemical application, biological (such as triploid grass carp fish), and mechanical (such as harvesting) when deemed appropriate by the County. A Lake Management Plan defining short and long term objectives will be developed by the County utilizing best lake management practices and will be aligned with an ongoing financial plan for funding authorized essential public services within the funding parameters established in this Ordinance.

COST ESTIMATES

PHASE I cost is estimated at $120,000. The referenced cost includes contracted service cost and MSBU Program administrative cost incurred in association with management and coordination of the Phase I capital assessment. The supplemental county funding proposed in the amount of $20,000 by the Public Works Department, reduces the Phase I estimated total cost for assessment calculation purposes to $100,000. Although a variety of factors have been applied to cost estimates, the cost for PHASE I hydrilla treatment is contingent on factors (such as weather conditions and the responsiveness of the hydrilla to the herbicide application) that cannot be controlled by the County or the community. **The PHASE I assessment will be adjusted according to actual cost - whether higher or lower than the estimated cost.**

PHASE II services are ongoing and are estimated to require supporting assessment revenue at approximately $12,000 per year, based on a 5-year projected budget that includes the estimated cost of ongoing services, County [MSBU Program] administrative fee for management of the assessment district, and MSBU Program cost incurred with coordination of the Phase II variable assessment.

Exhibit B
Assessment Boundary and Assessment Allocation & Matrix

Assessment Boundary and Benefit Unit

The assessment boundary for the proposed MSBU includes 31 waterfront residential properties with the total number of assessed properties in the MSBU boundary being the same (31).

Assessment Allocation & Matrix

The costs associated with the lake management services are allocated for assessment purposes per one component: (1) **Waterfront [WFT]**, with all specially benefited residential parcels abutting the waterfront being assigned 1 WFT benefit unit. The PHASE I preliminary assessment is calculated per the following values: (1) WFT $3,226.00 The PHASE I preliminary assessment will be adjusted for final assessment according to actual treatment cost – whether higher or lower than the estimated cost. The initial PHASE II assessment is calculated per the following values: (a) WFT $433.00 The assessments for properties that are both waterfront residential and associated will be combined for assessment billing purpose. The assessment matrix used or calculating assessment for the MSBU is as noted in the following table.

Assessment Phases I & II

5 Year Installment

[Estimates as of 02/23/23]

CATEGORY	PHASE I RESTORATION $120,000		PHASE II ONGOING $12,000
	ASSESSMENT	INSTALLMENT 5 years	ANNUAL ASSESSMENT
Waterfront Residential WFT: 31@ 1 BU	$3,226.00	$788.00	$433.00

- The Phase II maximum allowable increase without the Seminole County Board of Commissioners approval is capped at 15%.

Exhibit C
PHASE I PRELIMINARY CAPITAL ASSESSMENT ROLL

PARCEL IDENTIFICATION	BENEFIT UNITS [BU]	TOTAL ASSESSMENT	ANNUAL INSTALLMENT	ASSESSMENT CATEGORY
14202950200000090	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950200000100	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950200000110	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950200000120	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950200000130	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950200000140	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950400000060	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950400000050	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950400000040	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950400000030	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950400000020	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950400000010	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202930001700000	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950100000270	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950100000220	1	$ 3,226.00	$ 787.05	Waterfront Residential
1420295010000020A	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950100000200	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950100000190	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950100000180	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950100000170	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950100000160	1	$ 3,226.00	$ 787.05	Waterfront Residential
14202950100000150	1	$ 3,226.00	$ 787.05	Waterfront Residential
1320295010000055A	1	$ 3,226.00	$ 787.05	Waterfront Residential
13202950100000540	1	$ 3,226.00	$ 787.05	Waterfront Residential
13202950100000530	1	$ 3,226.00	$ 787.05	Waterfront Residential
13202950100000520	1	$ 3,226.00	$ 787.05	Waterfront Residential
13202950200000700	1	$ 3,226.00	$ 787.05	Waterfront Residential
13202950200000690	1	$ 3,226.00	$ 787.05	Waterfront Residential
13202950200000680	1	$ 3,226.00	$ 787.05	Waterfront Residential
13202950200000670	1	$ 3,226.00	$ 787.05	Waterfront Residential

PARCEL IDENTIFICATION	BENEFIT UNITS [BU]	TOTAL ASSESSMENT	ANNUAL INSTALLMENT	ASSESSMENT CATEGORY
13202950200000660	1	$ 3,226.00	$ 787.05	Waterfront Residential

Exhibit D
PHASE II INITIAL VARIABLE RATE ASSESSMENT ROLL

PARCEL IDENTIFICATION	BENEFIT UNITS [BU]	ASSESSMENT PER BU	ANNUAL ASSESSMENT	ASSESSMENT CATEGORY
14202950200000090	1	$432.50	$432.50	Waterfront Residential
14202950200000100	1	$432.50	$432.50	Waterfront Residential
14202950200000110	1	$432.50	$432.50	Waterfront Residential
14202950200000120	1	$432.50	$432.50	Waterfront Residential
14202950200000130	1	$432.50	$432.50	Waterfront Residential
14202950200000140	1	$432.50	$432.50	Waterfront Residential
14202950400000060	1	$432.50	$432.50	Waterfront Residential
14202950400000050	1	$432.50	$432.50	Waterfront Residential
14202950400000040	1	$432.50	$432.50	Waterfront Residential
14202950400000030	1	$432.50	$432.50	Waterfront Residential
14202950400000020	1	$432.50	$432.50	Waterfront Residential
14202950400000010	1	$432.50	$432.50	Waterfront Residential
14202930001700000	1	$432.50	$432.50	Waterfront Residential
14202950100000270	1	$432.50	$432.50	Waterfront Residential
14202950100000220	1	$432.50	$432.50	Waterfront Residential
1420295010000020A	1	$432.50	$432.50	Waterfront Residential
14202950100000200	1	$432.50	$432.50	Waterfront Residential
14202950100000190	1	$432.50	$432.50	Waterfront Residential
14202950100000180	1	$432.50	$432.50	Waterfront Residential
14202950100000170	1	$432.50	$432.50	Waterfront Residential
14202950100000160	1	$432.50	$432.50	Waterfront Residential
14202950100000150	1	$432.50	$432.50	Waterfront Residential
1320295010000055A	1	$432.50	$432.50	Waterfront Residential
13202950100000540	1	$432.50	$432.50	Waterfront Residential
13202950100000530	1	$432.50	$432.50	Waterfront Residential
13202950100000520	1	$432.50	$432.50	Waterfront Residential
13202950200000700	1	$432.50	$432.50	Waterfront Residential
13202950200000690	1	$432.50	$432.50	Waterfront Residential
13202950200000680	1	$432.50	$432.50	Waterfront Residential
13202950200000670	1	$432.50	$432.50	Waterfront Residential
13202950200000660	1	$432.50	$432.50	Waterfront Residential

PARCEL IDENTIFICATION	BENEFIT UNITS [BU]	ASSESSMENT PER BU	ANNUAL ASSESSMENT	ASSESSMENT CATEGORY

Exhibit E
Primary Petition Results & Sample Petition

PETITION RESULTS		
Rice Lake: MSBU Petition		
Total Lakefront Properties	31	
Total Responses	23	
For	***23***	***74.2%***
Oppose	8	25.8%
Against	0	0.0%
No Response	8	25.8%

PETITION TO CREATE AN MSBU [Municipal Services Benefit Unit] Rice Lake

This Petition to Create a MSBU defines basic expectations for the non-ad valorem assessment district [MSBU] proposed for funding public lake management services on behalf of Rice Lake. The petition serves to communicate property owner support or opposition respective to creation of the MSBU by the Seminole County Board of County Commissioners. The petition results will determine if the application to create the MSBU will be presented to the Board of County Commissioners [BCC] for further consideration.

MSBU SCOPE: Lake Management as a public service yields special benefit to waterfront property and to property with right of use respective to waterfront property through long-term lake management services supported by a dedicated funding source. The assessment boundary for the proposed MSBU includes 32 waterfront parcels, with public services being provided by the County in two phases according to the Lake Management Plan developed by Seminole County. Phase I services will be funded by capital assessment and will include both restoration & startup services to be completed before March 1, 2024. Phase II services will be funded by annual variable rate assessment and will provide ongoing lake management services to be initiated after the completion of Phase I.

COST & ALLOCATION: The estimated total cost for Phase I start up services is $120,000, with $20,000 to be funded by the Watershed Division. The estimated average annual budget for Phase II ongoing services is $12,000 based on a 5-year projected budget. All waterfront parcels in the assessment boundary are assigned 1 benefit unit and share equally in the allocation of cost.

PHASE I ASSESSMENT: Based on estimated cost for Phase I services, the capital assessment for this phase is $3,812.00 per waterfront property. The Phase I preliminary assessment will be adopted based on estimated cost and will be subsequently adjusted based on actual cost after completion of Phase I. The assessment may be paid in full anytime thereafter or by installment payments included on the property tax bill. A 5-year repayment period with equal annual installments billed through the property tax bill beginning with tax year 2024 is proposed. *The preliminary Phase I capital assessment proposed for parcel XX is $3,812.00(this number is inclusive of interest and all associated administrative fees). The annual installment amount is $763.00.*

PHASE II ASSESSMENT: The initial Phase II variable rate assessment as proposed is based on the 5-year budget projection. If the proposed MSBU is created prior to September 2023, the initial Phase II assessment will be included on the 2024 property tax bill. Assessment amount for Phase II may vary annually as service cost is dependent on conditions that cannot be predicted with certainty. Assessments for future years will be determined by the County according to site conditions, treatment plans, contracts, and financial status of the MSBU. The assessment for Phase II is $419.00 and the annual allowable increase is limited to 15% unless supported in advance by the assessed community through a petition process or public hearing coordinated by the County. Future year assessments are noticed in advance to property owners by mail. The preliminary Phase II variable rate assessment proposed for parcel XX is $2,095.00. *The annual installment amount is $419.00.*

ASSESSMENT LIEN & EARLY PAYMENT DISCOUNT: Assessment boundaries are documented in County land records. The Phase I capital assessment will constitute a lien against the property until paid in full. Phase II annual assessments will constitute temporary liens that are satisfied upon payment of the annual property tax bill. The Phase I capital assessment will not be recorded as an official assessment or lien until the year in which the assessment is activated for levy. Assessments and installments collected via the property tax bill are eligible early payment discounts (up to 4%).

DISSOLUTION OF MSBU: After creation, the MSBU may be dissolved in a manner similar to MSBU creation (application, petition, and BCC approval). If the County provides funding assistance, then a minimum duration of up to 10 years may be imposed on the continuance of Phase II services.

PUBLIC HEARING: Upon determination that at least 65% of the waterfront properties in the proposed assessment boundary have responded in support of MSBU creation, a public hearing will be held by the Board of County Commissioners to consider establishing the requested MSBU. Notice of the hearing will be mailed to the owners of all properties included in the assessment boundary. If the proposed MSBU is created by the BCC, all properties listed in the assessment boundary will be assessed.

Keep this page for your records. Return petition signature page to register your response.

PETITION TO CREATE A MSBU – Rice Lake

PETITION SIGNATURE PAGE

I/We the undersigned acknowledge and attest to the expectations communicated by petition contents in regard to the proposed MSBU. I/We hereby submit this petition signature page and attest to being the true and current property owner(s) of the parcel identified below. The box checked below communicates whether I/we support or oppose creation of the MSBU. ALL registered owners of the property must sign the petition for the response to be considered valid.

Return the completed signature page to register your petition response.

PID: **PARCEL ID**

Check one box only – either "FOR' or "AGAINST"

☐ **FOR**

By checking the "FOR" box and signing below, I/We communicate support the creation of a MSBU to fund public lake management services and hereby petition the Seminole County BCC to create the proposed MSBU. The undersigned acknowledge(s) that I/we are committing to this project and may not subsequently withdraw support. I/We understand the assessments proposed for the referenced property are as noted below:

PHASE I: $ 3,812.00[1], *Installment Amount*: $763.00[1]

PHASE II: $ 419.00

[1]Although a variety of factors have been applied to cost estimates, the cost for PHASE I is contingent on factors that cannot be controlled by the County. **The final PHASE I assessment will be adjusted according to actual cost – whether higher or lower than the estimated cost.**

☐ **AGAINST**

By checking the "AGAINST" box, I/we communicate opposition to creation of an MSBU to fund public lake management services and hereby petition the Seminole County BCC to deny creation of the proposed MSBU.

ADDRESS: **ADDRESS** OWNER(s): **HOMEOWNER NAMES**

Signature_____Date _____, 2023 **Homeowner 1**

Signature_____Date _____, 2023 **Homeowner 2**

Petition Deadline & Filing Requirements

Petitions are complete when one box is checked and all owners have signed the petition. **The filing deadline for this Petition to Create a MSBU is May 29, 2023**. The deadline may be extended at the discretion of the MSBU Program. In the event a response is not received for a property, the petition status for the property will be noted as "UNKNOWN" and will be counted as an "AGAINST" response. Please be certain to submit your completed petition for receipt by the MSBU Program on or before the deadline. Petition results will be posted to the MSBU Program website within three business days following closure of petition. Return your completed petition to:

EMAIL:

MSBUProgram@seminolecountyfl.gov

OR

MAIL TO: 1101 East First Street, Sanford, FL 32771-1468

Exhibit F

Roles and Responsibilities

General Outline

COUNTY

Seminole County will

- ✓ Govern the MSBU
- ✓ Provide financial management of MSBU fund and assessment levy
- ✓ Ensure activities conducted with assessment funding align with the scope of services documented in the governing ordinance
- ✓ Ensure the lake is monitored and services are appropriately rendered
- ✓ Maintain decision-making authority relative to the public services to be provided and will defer to best lake management practices when making such decisions
- ✓ Provide an ongoing lake management plan based on the defined service scope, permitting, conditions at the lake, funding parameters, and best lake management practices. The Lake Management Plan will be developed and maintained by the Lake Management Program with liaison participation
- ✓ Initiate and manage service contracts, monitor results, and communicate updates on a routine basis
- ✓ Conduct annual meetings that offer opportunity for liaison discussion as to prior, current, and future action plans
- ✓ Encourage liaisons and assist with educational outreach efforts to protect the health and water quality of the waterbody

LIAISONS

Liaisons will

- ✓ Encourage communitywide awareness and participation relative to environmental stewardship recommendations and opportunities
- ✓ Provide communitywide communication and assist the County in the distribution of relevant lake information
- ✓ Attend annual lake management and budget planning sessions conducted by the County
- ✓ Serve as representatives of the community on lake issues; representing the respective lake community as a whole
- ✓ Monitor lake conditions and provide feedback to the County as to observations

ECONOMIC IMPACT STATEMENT

DATE: September 18, 2023 **DEPT/DIVISION:** Resource Management/MSBU Program
CONTACT PERSON: Michael A. Eason Jr. **EXTENSION:** 7164

DESCRIBE PROJECT/PROPOSAL:

The project is described as establishing a non-ad valorem assessment district referenced as the ***Rice Lake Lake Management Municipal Services Benefit Unit [MSBU]*** for providing and funding essential lake management services on behalf of Rice Lake. Creation of this MSBU includes approval of essential public services that will be conducted in two phases as directed by the County and funded through a combination of Public Works Department budgeted funds in FY2023 and non-ad valorem assessments levied against waterfront properties that are specially benefited by these public services. The benefit boundary of the public services includes properties located solely in unincorporated Seminole County. PHASE I services are identified as one-time initial restoration activities associated with a large-scale herbicide treatment to address extensive hydrilla conditions. The estimated cost of PHASE I services is $120,000 and services are expected to begin immediately following creation of the MSBU. The municipal services associated with PHASE II will begin after December 1, 2023, and will be ongoing to maintain and continue to improve aquatic conditions. The cost for PHASE II services is estimated to average $12,000 per year based on a 5-year projected budget that includes the estimated cost of ongoing lake management services, administrative cost, reserve and contingency funds, and subsequent hydrilla management.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE OPERATION OF THE COUNTY:

County resources are required in support of the MSBU administration and for managing the County recommended lake management services. The essential municipal services proposed in two phases will necessitate County resources that include activities such as monitoring and evaluation inclusive of site visitations, procurement and contract management, routine bioassessment of the waterbody, providing community updates on the status of treatments and waterbody bioassessment, conducting annual meetings with community liaisons, developing lake management plans and annual reports, short and long term financial management of funds, and annual non-ad valorem assessment roll processing.

The initial funding sources for the PHASE I municipal services include (a) General Fund contribution of $20,000 [Public Works Department] and (b) $100,000 MSBU Program project funds. The final fund advance from MSBU Program for PHASE I services will be based on actual restoration cost. The funds advanced from the MSBU Program project funds will be repaid via a one-time non-ad valorem assessment levy that offers a 5-year repayment period with installments collected by the Seminole County Tax Collector via annual property tax bills. The PHASE I non-ad valorem assessment includes an administrative fee to cover financial management and assessment processing of the PHASE I services from ordinance adoption through to the final assessment installment year.

The need for PHASE II municipal services is known to be ongoing and indefinite. The contracted service cost and herbicide products acquired in conjunction with County recommended lake management services will be funded by non-ad valorem assessments that may vary annually based on actual costs of essential services. The PHASE II non-ad valorem assessment includes an administrative fee of 7% the annual assessment revenue to cover financial management and assessment processing on an annual and long-term basis as provided by the County's MSBU Program.

Unless otherwise directed by the Board, the project and service management for these public services will be funded by the General Fund utilizing Watershed Management Division budgeted resources.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE PROPERTY OWNERS/TAX PAYERS/CITIZENS WHO ARE EXPECTED TO BE AFFECTED:

The governing ordinance sets forth the necessary provisions to establish the municipal services for Rice Lake in a manner whereby each specially benefited property shares equitably in the allocated costs for each phase of services. The assessment boundary of the MSBU consists of 31 waterfront properties located in Seminole County. PHASE I services are funded via a capital improvement assessment levied once with provisions for repayment by installment payments collected via annual property tax bills. The preliminary estimated assessment allocation is $3,226.00 per waterfront property. A 5-year repayment installment plan is proposed. The final assessment for PHASE I will be determined following completion of PHASE I restoration services and will be based on actual cost. A separate annually levied variable non-ad valorem assessment will be assigned for PHASE II ongoing services. The initial assessment allocation is $433.00 per waterfront property. The governing ordinance includes a maximum allowable assessment and maximum allowable annual increase for PHASE II services. Future year assessments will vary according to site conditions, responsiveness to treatments, and lake management requirements; and will be determined annually and subject to Board approval.

IDENTIFY ANY POTENTIAL INDIRECT ECONOMIC IMPACTS, POSITIVE OR NEGATIVE WHICH MIGHT OCCUR AS A RESULT OF THE PROJECT PROPOSAL:

Positive impacts will be realized in terms of the natural environmental qualities of the Rice Lake waterbody as essential lake management services yield improved aquatic conditions that are maintained and protected through on-going efforts.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1234

Title:

SunRail Transition Update **(Paul Chipok, Deputy County Attorney)**

SUNRAIL TRANSITION UPDATE
November 1, 2023 Update
Based on July 19, 2021 Update

I. Date of Transition

A. Per Seminole County Board of County Commissioners' authorization of April 13, 2021 for staff to proceed with Transition negotiations.

1. FDOT proceeding with Phase 2 North construction.

2. Anticipated completion May 2024.

B. Transition Date:

1. The Local government Partners are coordinating with FDOT on a phased transition plan that would transfer the financial responsibility from FDOT to the CFCRC in the October-December 2024 timeframe. The operations transition would occur incrementally over the next three years.

2. Seminole County has requested Transition to occur at the beginning of the next fiscal year after the one-year burn in period after completion of construction.

C. Form of Transition

1. The Local Government Partners (LPG) are now coordinating with FDOT to craft a Phasing Agreement in which the Financial Transition from FDOT to the CFCRC would occur around October/December 2024 and the Operations Transition would occur incrementally over the next 3 years. The transition is to the CFCRC and the operating entity that eventually run SunRail will be LYNX.

2. The CFCRC meeting of October 26, 2023 was canceled due to scheduling conflicts. However, at the November 16, 2023 CFCRC meeting, FDOT has requested formal direction from the CFCRC Board regarding endorsement by the Board of the concept to pursue the Phasing Agreement for Transition of SunRail from FDOT to CFCRC.

3. Also, an amendment to the Interlocal Governance Agreement will be needed, as described below to accommodate the Phasing Agreement.

II. Transition Consultant Report Status

A. WSP USA, Inc. has completed and provided the following reports.

- Existing Conditions, June 2021
- Risk Assessment, March 2022
- Financial Analysis, June 2022
- Transition Analysis Report, July 2022
- DRAFT Transition Plan Study, November 2022

- Final Transition Plan is awaiting consensus of LGP to have LYNX as Operating Agency

1. Local Government Partners (LGP) Working Group members have reviewed and provided feedback.

III. Phase II North (SunRail DeBary to DeLand)

A. Construction for Phase 2 North is underway.

B. Anticipated completion and commencement of service – May 2024.

IV. Key Negotiating Points

A. Phase II North

1. Resolved – FDOT is constructing Phase 2 North.

B. Positive Trail Control (PTC)

1. Background

(a) PTC not contemplated at time of execution of SunRail agreements, but now required under Federal law.

(b) Becomes a CFCRC responsibility upon transition.

(c) FDOT did not seek CFCRC input or collaboration when FDOT implemented PTC in the SunRail Corridor.

2. LGP Position

(a) FDOT to continue to pay $10.4 million/year for PTC operations.

(b) This is FDOT Central Office money and will not impact D5 work program.

3. Negotiations between FDOT and LGP ongoing.

(a) FDOT position is that PTC is part of operation and maintenance of system.

(b) FDOT has agreed to contribute annually towards the PTC, amount still to be determined.

(c) Renegotiation of Leases with CXS and Amtrack to include contribution towards PTC

C. State of Good Repair

1. This was analyzed as part of the Consultant's Transition Report.

D. Encroachments into the Rail Corridor Right-of-Way by neighboring properties

1. LGP Position – FDOT to clear encroachments.

2. Alternative – FDOT to continue to manage the corridor and provide easement and hold harmless to LGP.

3. FDOT Proposal – The Commuter Rail Easement to CFCRC will be less than the entire width of the corridor and will encompass those areas

necessary for operations and maintenance of the system. In other words, FDOT, will retain responsibility for the encroachment areas which are outside the fenced system corridor area.

E. Revising the Ticketing System

1. FDOT selected movell to replace Conduent.
2. Reliable Ticketing System is an important factor in determining funding allocations to LGP.
3. FDOT has committed to expedite Ticketing System revisions.
4. FDOT has committed to providing data to LGP.
5. Testing for the new system is underway.

F. Freight Utilizing Corridor – Auto Racks – Tolling Agreement

1. Background
   (a) CSX was paid $25,000,000.00 to move its Auto Rack Freight Service from the A Line (SunRail Corridor) to the S Line.
   (b) CSX is still operating on the A Line under a Tolling Agreement between FDOT and CSX. CFCRC was not a party to the Tolling Agreement.
   (c) Under the Tolling Agreement, CSX must be off the A Line after thirty (30) months from the date of notice to move.
2. FDOT and LGP to sit with CSX
   (a) Advocate for additional lease money from CSX.
   (b) Meetings between the LGP and FDOT continue on this subject.

V. Brightline Resolution of Support (Sunshine Corridor)

A. Background

1. Brightline is constructing high speed rail system from Miami to Orlando International Airport (OIA).
2. Brightline is in the planning stages of the OIA to Tampa segment of its high speed rail system.
3. Opportunity for Inter City rail and commuter rail to coexist in same corridor.

B. CFCRC – Resolutions of Support

1. CFCRC provided a Resolution of Support to collocate the Brightline and SunRail facilities to enable SunRail to have an east-west connection to OIA and enable Brightline to utilize the SunRail corridor.
   (a) The Resolution of Support adopted by CFCRC at its February 4, 2021 meeting.
      (1) Route is along new and existing rail infrastructure from Meadow Woods SunRail station to OIA along S.R. 417.

(b) FDOT issued statement on June 18, 2021 that the February 4, 2021 Resolution of Support was sufficient for FDOT to continue its lease negotiations with Brightline for the OIA to Tampa segment.

2. CFCRC Resolution of Support date September 22, 2022.

(a) Amends the February 4, 2021 Resolution of Support.

(b) Memorializes CFCRC support, along with public and private partners, for studying advancement of the Airport to Orange County Convention Center (OCCC) to South International Drive Segments of the Sunshine Corridor Program.

(c) Studies may include:

(1) Identifying costs to development and maintain such a project.

(2) Potential cost of sharing proposals.

(3) Potential for securing federal and state grants to offset planning, design and capital costs.

C. Interlocal Operating Agreement (FDOT/CFCRC) Section 3.02 acknowledges intercity passenger rail service as a valid use of the SunRail corridor.

D. Per Section 3.02, Agreement for new intercity passenger rail service to address:

1. Operations and maintenance cost.

2. Operating window.

3. Liability.

E. Status Update

1. Cost estimates are being developed and refined in coordination with private partners.

2. Ridership study continues to be refined and is close to completion.

3. The Transit Concept and Alternatives Review (TCAR) process is underway.

(a) Existing reports and studies are being reviewed.

(b) Public meeting plan is scheduled for 5 meeting to occur 11/14/23 to 11/28/23.

(c) This is a collaborative effort with FDOT.

VI. Additional Services

A. Additional services are being negotiated with WSP USA, Inc. for comprehensive evaluation of relevant contracts and agreements necessary to effectuate the transition.

T:\Users\Legal Secretary CSB\Public Works\SunRail\SunRail Transition Update Nov1(23).docx

SUNRAIL TRANSITION UPDATE
November 1, 2023 Update
Based on July 19, 2021 Update

I. Date of Transition

A. Per Seminole County Board of County Commissioners' authorization of April 13, 2021 for staff to proceed with Transition negotiations.

1. FDOT proceeding with Phase 2 North construction.

2. Anticipated completion May 2024.

B. Transition Date:

1. The Local government Partners are coordinating with FDOT on a phased transition plan that would transfer the financial responsibility from FDOT to the CFCRC in the October-December 2024 timeframe. The operations transition would occur incrementally over the next three years.

2. Seminole County has requested Transition to occur at the beginning of the next fiscal year after the one-year burn in period after completion of construction.

C. Form of Transition

1. The Local Government Partners (LPG) are now coordinating with FDOT to craft a Phasing Agreement in which the Financial Transition from FDOT to the CFCRC would occur around October/December 2024 and the Operations Transition would occur incrementally over the next 3 years. The transition is to the CFCRC and the operating entity that eventually run SunRail will be LYNX.

2. The CFCRC meeting of October 26, 2023 was canceled due to scheduling conflicts. However, at the November 16, 2023 CFCRC meeting, FDOT has requested formal direction from the CFCRC Board regarding endorsement by the Board of the concept to pursue the Phasing Agreement for Transition of SunRail from FDOT to CFCRC.

3. Also, an amendment to the Interlocal Governance Agreement will be needed, as described below to accommodate the Phasing Agreement.

II. Transition Consultant Report Status

A. WSP USA, Inc. has completed and provided the following reports.

- Existing Conditions, June 2021
- Risk Assessment, March 2022
- Financial Analysis, June 2022
- Transition Analysis Report, July 2022
- DRAFT Transition Plan Study, November 2022

- Final Transition Plan is awaiting consensus of LGP to have LYNX as Operating Agency

1. Local Government Partners (LGP) Working Group members have reviewed and provided feedback.

III. Phase II North (SunRail DeBary to DeLand)

A. Construction for Phase 2 North is underway.

B. Anticipated completion and commencement of service – May 2024.

IV. Key Negotiating Points

A. Phase II North

1. Resolved – FDOT is constructing Phase 2 North.

B. Positive Trail Control (PTC)

1. Background

(a) PTC not contemplated at time of execution of SunRail agreements, but now required under Federal law.

(b) Becomes a CFCRC responsibility upon transition.

(c) FDOT did not seek CFCRC input or collaboration when FDOT implemented PTC in the SunRail Corridor.

2. LGP Position

(a) FDOT to continue to pay $10.4 million/year for PTC operations.

(b) This is FDOT Central Office money and will not impact D5 work program.

3. Negotiations between FDOT and LGP ongoing.

(a) FDOT position is that PTC is part of operation and maintenance of system.

(b) FDOT has agreed to contribute annually towards the PTC, amount still to be determined.

(c) Renegotiation of Leases with CXS and Amtrack to include contribution towards PTC

C. State of Good Repair

1. This was analyzed as part of the Consultant's Transition Report.

D. Encroachments into the Rail Corridor Right-of-Way by neighboring properties

1. LGP Position – FDOT to clear encroachments.

2. Alternative – FDOT to continue to manage the corridor and provide easement and hold harmless to LGP.

3. FDOT Proposal – The Commuter Rail Easement to CFCRC will be less than the entire width of the corridor and will encompass those areas

necessary for operations and maintenance of the system. In other words, FDOT, will retain responsibility for the encroachment areas which are outside the fenced system corridor area.

E. Revising the Ticketing System

1. FDOT selected movell to replace Conduent.
2. Reliable Ticketing System is an important factor in determining funding allocations to LGP.
3. FDOT has committed to expedite Ticketing System revisions.
4. FDOT has committed to providing data to LGP.
5. Testing for the new system is underway.

F. Freight Utilizing Corridor – Auto Racks – Tolling Agreement

1. Background
   (a) CSX was paid $25,000,000.00 to move its Auto Rack Freight Service from the A Line (SunRail Corridor) to the S Line.
   (b) CSX is still operating on the A Line under a Tolling Agreement between FDOT and CSX. CFCRC was not a party to the Tolling Agreement.
   (c) Under the Tolling Agreement, CSX must be off the A Line after thirty (30) months from the date of notice to move.
2. FDOT and LGP to sit with CSX
   (a) Advocate for additional lease money from CSX.
   (b) Meetings between the LGP and FDOT continue on this subject.

V. Brightline Resolution of Support (Sunshine Corridor)

A. Background

1. Brightline is constructing high speed rail system from Miami to Orlando International Airport (OIA).
2. Brightline is in the planning stages of the OIA to Tampa segment of its high speed rail system.
3. Opportunity for Inter City rail and commuter rail to coexist in same corridor.

B. CFCRC – Resolutions of Support

1. CFCRC provided a Resolution of Support to collocate the Brightline and SunRail facilities to enable SunRail to have an east-west connection to OIA and enable Brightline to utilize the SunRail corridor.
   (a) The Resolution of Support adopted by CFCRC at its February 4, 2021 meeting.
      (1) Route is along new and existing rail infrastructure from Meadow Woods SunRail station to OIA along S.R. 417.

(b) FDOT issued statement on June 18, 2021 that the February 4, 2021 Resolution of Support was sufficient for FDOT to continue its lease negotiations with Brightline for the OIA to Tampa segment.

2. CFCRC Resolution of Support date September 22, 2022.

(a) Amends the February 4, 2021 Resolution of Support.

(b) Memorializes CFCRC support, along with public and private partners, for studying advancement of the Airport to Orange County Convention Center (OCCC) to South International Drive Segments of the Sunshine Corridor Program.

(c) Studies may include:

(1) Identifying costs to development and maintain such a project.

(2) Potential cost of sharing proposals.

(3) Potential for securing federal and state grants to offset planning, design and capital costs.

C. Interlocal Operating Agreement (FDOT/CFCRC) Section 3.02 acknowledges intercity passenger rail service as a valid use of the SunRail corridor.

D. Per Section 3.02, Agreement for new intercity passenger rail service to address:

1. Operations and maintenance cost.

2. Operating window.

3. Liability.

E. Status Update

1. Cost estimates are being developed and refined in coordination with private partners.

2. Ridership study continues to be refined and is close to completion.

3. The Transit Concept and Alternatives Review (TCAR) process is underway.

(a) Existing reports and studies are being reviewed.

(b) Public meeting plan is scheduled for 5 meeting to occur 11/14/23 to 11/28/23.

(c) This is a collaborative effort with FDOT.

VI. Additional Services

A. Additional services are being negotiated with WSP USA, Inc. for comprehensive evaluation of relevant contracts and agreements necessary to effectuate the transition.

T:\Users\Legal Secretary CSB\Public Works\SunRail\SunRail Transition Update Nov1(23).docx

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1232

Title:

Election of Chairman and Vice Chairman

REORGANIZATION OF BOARD

ELECTION OF CHAIRMAN AND VICE CHAIRMAN

1. The present Chairman turns the gavel over to the County Attorney to act as temporary Chairman to the Board of County Commissioners.

2. The County attorney opens the floor for nominations for the Chairman of the Board of County Commissioners. (These nominations do not have to be seconded nor are they accomplished by motion.)

3. The Commissioner making the nomination simply states - "I nominate _____ for the Chairman of the BCC."

4. After a sufficient pause, the County Attorney states the names so nominated and asks for any other nominations from the Board.

5. There being none, the County Attorney states that he will entertain a motion to close nominations. This motion has to be seconded and a vote taken.

6. If more than one Commissioner is nominated, a vote is taken on each individual nominated. The County Attorney calls each individual by name and asks for "aye" votes of those in favor of the nomination. If all members have not voted, the County Attorney calls for "nay" votes.

7. The County Attorney indicates the number of votes as they are taken for each individual.

8. If only one Commissioner is nominated, he should call for "nay" votes, if the individual does not receive a unanimous vote from the Commission.

9. The County Attorney then states that Commissioner _____ is the newly-elected Chairman and turns the gavel over to him.

10. The new Chairman opens the nominations for Vice Chairman following the same procedure as for Chairman.

SEMINOLE COUNTY, FLORIDA

Agenda Memorandum

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

File Number: 2023-1233

Title:

Affirm the Standards of Conduct for Seminole County Commissioners

Standards of Conduct for Seminole County Commissioners

(1) Commissioners will **act collectively, not individually, when adopting and/or amending County legislation and governing policies, and when issuing decisions related to quasi-judicial matters;** and acknowledge that it is the role of the County Manager and staff to administer such legislation, policies, and decisions.

(2) Commissioners will **not attempt to manage executive activities** (a) by intruding into daily operations or spheres of responsibility designated by Charter to the County Manager as the chief executive officer or to administrators acting as County Manager designees; or (b) by undermining the County Manager's authority.

(3) Commissioners will **represent the interests of the entire county** when making decisions and will rely upon available facts and their independent judgment, while placing significant value on objective evidence and the recommendations provided by the County Manager and other professional subject matter. Commissioners will avoid all conflicts of interest and avoid using their position as an elected County Commissioner for personal, professional, or partisan gain.

(4) Commissioners will **demonstrate dignity, respect, and courtesy** toward those with whom they contact in their capacity as a Commissioner, and will refrain from intimidation and ridicule of fellow Commissioners, the County Manager, staff, and other stake-holders in the county.

(5) Commissioners will **refrain from inappropriate language** including statements that are judgmental, malicious, threatening, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an elected official.

(6) Commissioners will **focus on solving problems,** and will maintain appropriate decorum and professional demeanor in the conduct of County business, working cooperatively and conscientiously with others as they request or receive information, examine data or weigh alternatives in the decision-making process.

(7) Commissioners will **demonstrate patience** and refrain from demanding interruptive access to staff or immediate responses or services when requesting information that requires significant staff time in research, preparation, or analysis or that will result in staff neglect of more urgent duties. Such requests will be made through the County Manager for scheduling and prioritizing or through consensus of the Board.

(8) Commissioners will **devote sufficient time for adequate preparation** prior to Board meetings and will be in attendance, insofar as possible, at those meetings and all other scheduled events at which Commissioner participation is required. Commissioners will prepare themselves through study, inquiry, and thought so as to be informed thoroughly about issues to be discussed in public meetings, and will be focused on the issues and discussions during those meetings and not distracted by outside influences or technology.

Continued on back

Standards of Conduct for Seminole County Commissioners (Continued)

(9) Commissioners will **respect diversity and encourage the open expression of divergent ideas and opinions** from fellow Commissioners, staff, and citizens of the county. Commissioners will actively and objectively listen to others' concerns or constructive criticisms.

(10) Commissioners will **refrain from any individual action that could compromise the integrity** of the County or fellow Commissioners, and will delineate clearly for any audience whether they are acting or speaking as an individual citizen or in their capacity as a representative of Seminole County.

(11) Commissioners will **maintain confidentiality of privileged information** and **will abide by *the Government in the Sunshine Law*** in both its spirit and its intent. Commissioners will treat any information generated, stored, or sent through electronic means in the same manner as any written document that may be subject to Florida's Public Records Act, Chapter 119, Florida Statutes, and will not use electronic resources, including social media, to discuss with other Commissioners any matter that would be subject to the Government in the Sunshine Law, regardless of whether the communication occurs on a personal device or through a County-owned account or equipment.

(12) Commissioners will **promote constructive relations in a positive climate** with all employees as a means to enhancement of productivity and morale. Commissioners will support employment of best qualified persons for staff positions, and will recognize the achievements of staff and others sharing Seminole County's mission.

(13) Commissioners will **update and improve their knowledge, contributions, and value to the County** by keeping abreast of current issues and trends through reading, continuing education, and training. Commissioners will study policies and issues of the County, State, and nation and will strive to attend training programs such as those offered through the Florida Association of Counties, National Association of Counties, and other professional organizations with a continuing goal to improve their individual performance as an elected County Commissioner.

(14) Commissioners will **value and assist fellow Commissioners** by exchanging ideas, concerns, and knowledge gleaned from their own research or training. Commissioners will help build positive community support for the County in general and with respect to particular actions, by cooperation and mutual exchanges of praise when deserved, apologies when mistaken, and recommendations when needed.

(15) Commissioners will, **while taking a stand for their individual beliefs, remain flexible enough to understand others' views.** Commissioners will recognize that they share in the responsibility for all Board decisions and will accept the will of the majority.

(16) Commissioners will **remember always that their first and greatest concern must be the safety and welfare of citizens and the staff of the County.**