



**SEMINOLE COUNTY, FLORIDA**  
**Board of County Commissioners**  
**Meeting Agenda**

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**Tuesday, November 12, 2024**

**9:30 AM**

**BCC Chambers**

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**Please silence all cell phones/electronic devices**

**I. CALL TO ORDER**

Chairman Jay Zembower

**II. INVOCATION & PLEDGE OF ALLEGIANCE**

Pastor Bob Melhorn, Integrity Church

**III. AWARDS, PRESENTATIONS AND PROCLAMATIONS**

1. Proclamation proclaiming Corporal Ronald DeVasto, United States Marine Corp as Seminole County's November Veteran of the Month. **(Corporal Ronald DeVasto, United States Marine Corp)** [2024-1432](#)

**IV. CONSENT AGENDA – PUBLIC PARTICIPATION**

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

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

**Constitutional Officers – Consent Agenda (Items No. 2 - 4)**

2. Expenditure Approval Lists dated October 16 and 23, 2024; and Payroll Approval List dated October 10, 2024. (**Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office**) [2024-1456](#)
3. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-003 in the General Fund to transfer \$86,000 from reserves to Clerk Finance for the implementation of PaymentWorks. (**Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office**) [2024-1483](#)
4. Approval by the Board of County Commissioners (BCC) to appropriate from the Sheriff's Office Fiscal Year 2023/24 General Fund Budget closeout: (1) \$4,532,084.26 in purchase commitments for items not received by 9/30/2024 and (2) \$150,000.00 requested to fund the modernization project of the CAFEWEB Case Management System; and approve and authorize the Chairman to execute a Resolution implementing a Budget Amendment Request (BAR) # 25-005 in the General Fund to transfer \$4,682,084.26 from reserves for the re-appropriation of the Sheriff's purchase commitments and Mobile Command Vehicle. Countywide. (**Lisa Spriggs, Chief of Administrative Services**) [2024-1489](#)

**County Manager's Consent Agenda (Items No. 5 - 33)****County Manager's Office**

5. Approve and authorize the Chairman to execute a Proclamation proclaiming November 10 - 16, 2024 as National Nurse Practitioner Week in Seminole County, FL. (**Patrice Muse, Florida Association of Nurse Practitioners, Inc**) [2024-1479](#)
6. Approve and authorize the Chairman to execute a Proclamation proclaiming November 15, 2024 as America Recycles Day in Seminole County, FL. (**Kim Ornberg, Environmental Services Director**) [2024-1480](#)



**Community Services**

7. Approve the Homeless Partnership Agreement FY2024-25 in the amount of \$28,614 for continued support of housing operations in Seminole County and authorize the Chairman to execute the agreement and any amendments. Countywide **(Allison Thall, Community Services Director)** [2024-1435](#)

**Environmental Services**

8. Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Coastal Waste & Recycling of Central Florida, LLC and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025. Countywide **(Kim Ornberg, Environmental Services Director)** [2024-1436](#)
9. Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Hubbard Construction Company D/B/A Mid-Florida Materials effective from October 1, 2024 to September 30, 2029. Countywide **(Kim Ornberg, Environmental Services Director)** [2024-1434](#)
10. Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with JJ's Waste & Recycling, LLC and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025. Countywide **(Kim Ornberg, Environmental Services Director)** [2024-1486](#)
11. Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Container Rental Company, Inc. and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024, to September 30, 2025. Countywide **(Kim Ornberg, Environmental Services Director)** [2024-1485](#)

12. Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Republic Services of Florida, LP and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025. Countywide **(Kim Ornberg, Environmental Services Director)** [2024-1484](#)
13. Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Waste Management Inc. of Florida and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025. Countywide **(Kim Ornberg, Environmental Services Director)** [2024-1482](#)
14. Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Perma-Fix of Florida, Inc., effective from October 1, 2024, to September 30, 2029. Countywide **(Kim Ornberg, Environmental Services Director)** [2024-1481](#)

#### Fire Department/EMS

- 14a. Approve and authorize the Chairman to execute the Memorandum of Agreement (MOA) between Seminole County and the Bargaining Unit Local 3254 for Article 19 - Wages, Article 20 - Annual Paid Time Off (PTO) Leave, and Article - 32 - Sick/Catastrophic Leave in the B Unit Collective Bargaining Agreement. Countywide **(Matt Kinley, Fire Chief)** [2024-1518](#)

#### Innovation and Strategic Initiatives

15. Approve and authorize the Chairman to execute an agreement between Seminole County and Ritz Community Theater Projects, Inc. D/B/A Wayne Densch Performing Arts Center in the amount of \$50,000.00 for the 2024/2025 Funding Agreement. Countywide **(Andrea Wesser-Brawner, Chief Innovation and Strategy Officer)** [2024-1453](#)

16. Approve and authorize the Chairman to execute the Seminole County Government - Florida Makes Third Party Contributor Agreement for the purpose of providing economic development services to manufacturers in Seminole County, Florida. Countywide **(Andrea Wesser-Brawner, Chief Innovation & Strategy Officer)** [2024-1433](#)
17. Approve and authorize the Chairman to execute a tourism development tax funding agreement with Sanford Main Street, Inc. in the amount of \$30,000 for the FY2024/25 funding allocation for marketing and advertising. Countywide **(Andrea Wesser-Brawner, Chief Innovation and Strategy Officer)** [2024-1469](#)
18. Approve and authorize the Chairman to execute a tourism development tax funding agreement with Florida Goldsboro Main Street, Inc. in the amount of \$30,000 for the FY2024/25 funding allocation for marketing and advertising. Countywide **(Andrea Wesser-Brawner, Chief Innovation and Strategy Officer)** [2024-1466](#)
19. Approve and authorize the Chairman to execute a resolution of the Board of County Commissioners of Seminole County, Florida, approving the issuance and sale of revenue bonds in one or more series for the Galileo Schools by the Seminole County Industrial Development Authority. **(Andrea Wesser-Brawner, Chief Strategy & Innovation Officer)** [2024-1474](#)

#### Management and Budget

20. Approve and authorize the Chairman to execute a contract for the sale and purchase of land for the WB Equestrian property in the amount of \$9,555,000; and execute the associated Resolution implementing Budget Amendment Request (BAR) #24-080 in the 2014 Infrastructure Sales Tax Fund to transfer \$9,600,000 from reserves. District5 - Herr **(Timothy Jecks, Management & Budget Director)** Requesting Department - Parks and Recreation [2024-1322](#)

21. Approve and authorize the Chairman to execute the Fiscal Year 2024/25 Service Funding Agreement in the amount of \$14,017,237 by and between Seminole County, Florida, and Central Florida Regional Transportation Authority (LYNX). Countywide **(Timothy Jecks, Management & Budget Director)**. [2024-1452](#)
22. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-077 in various County Funds in the amount of \$9,746,362.23 for the Fiscal Year 2023/24 year-end budget adjustments. Countywide **(Timothy Jecks, Management & Budget Director)**. [2024-1471](#)
23. Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #25-004 in the Water and Sewer Fund to transfer \$4,754,121.32 from reserves to establish budget for potential professional services for Utilities Department Program Management. Countywide **(Timothy Jecks, Management & Budget Director)** Requesting Department - Utilities [2024-1488](#)

#### Public Works

24. Request for authorization to make a binding written offer to property owners and request to adopt and authorize the Chairman to execute a Resolution of Necessity for the Nebraska Avenue Bridge Safety Improvement Project, Parcel 800. District5 - Herr **(Jean Jreij, P.E., Public Works Director)**. [2024-1399](#)
25. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 2-834 for a drainage easement necessary for the Midway Drainage Improvement Project (536± SF) between Linda Battle, Santelia Bell and Samuel L. Black, Jr. and Seminole County for \$8,830.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr **(Jean Jreij, P.E., Public Works Director)**. [2024-1447](#)

26. Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1 for additional right-of-way for a corner clip for the Lake Mary Boulevard Turn Lane Project (50± SF) between GCS Multi LLC and Seminole County for \$4,370.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District4 - Lockhart (**Jean Jreij, P.E., Public Works Director**) [2024-1472](#)

### Resource Management

27. Approve agreements for the Central Florida Commuter Rail Commission (CFCRC) and authorize Seminole County's CFCRC Representative to vote and make changes as necessary for CFCRC execution. (**Lorie Bailey Brown, CFO/Resource Management Director**) [2024-1473](#)
28. Approve the Master Commercial Card Agreement (MCCA) via Pasco County Contract number MCCA-080823 with JPMorgan Chase Bank, N.A. (JPMorgan) for the County's Purchasing Card (P-Card) Program and authorize the Purchasing Manager to execute the documents, attested by the County Attorney's Office. (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Resource Management [2024-1277](#)
29. Approve the Unilateral Termination for Cause of Benchmark Construction Company, Inc., of Bartlett, IL - Country Club Heights Sewer and Water Main Replacement (CC-3999-21/TAD) and authorize the Purchasing and Contracts Division Director to execute the Unilateral Termination. District4- Lockhart (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Utilities [2024-1384](#)

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30. Request Board approval to submit a grant application to the U.S. Environmental Protection Agency (EPA) Solid Waste Infrastructure for Recycling (SWIFR) Grants requesting up to \$5,000,000 to upgrade recycling education and services through the County Solid Waste Department; and authorize the County Manager or designee to execute the grant application and supporting documents as required for the grant. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Environmental Services [2024-1459](#)
31. Approve and authorize the Chairman to execute a contract with FEMA through the Florida Division of Emergency Management in the amount of \$181,077.81 for mitigation reconstruction project to provide flood protection to a single-family structure located at 1952 Lake Street, Oviedo, Florida; and to execute a Budget Amendment Request (BAR) 25-002 through the Federal Mitigation Grant Funds in the amount of \$181,077.81; and authorize the County Manager or designee to sign all work orders, purchasing contracts and related grant modification documents specific to this project. District2 - Zembower (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Emergency Management [2024-1457](#)
32. Approve and authorize the Chairman to execute a State of Florida Department of Environmental Protection Drinking Water State Revolving Fund Planning and Design Loan Agreement for lead service line inventory; and the Resolution required for the project. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Utilities [2024-1455](#)

33. Approve and authorize the Chairman to execute a grant agreement from the State of Florida, Division of Emergency Management in acceptance of \$110,753 for the Emergency Management Performance Grant (EMPG) award; and authorize the County Manager and his designee(s) to approve grant documents and further contract amendments for this grant. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Emergency Management. [2024-1454](#)

#### **V. REGULAR AGENDA**

34. **Reduction of Lien Request** - Consider the request for a reduction of lien of the Code Enforcement Board lien of \$86,500.00 to the reduced amount of \$1,000.00, under Case # 19-33-CESM, on the property located at 1781 Carlton Street, Longwood, FL 32750, Tax Parcel ID: 01-21-29-5CK-250B-0020, (US BANK TRUST TR, Applicant); District3-Constantine, (**Alexis Brignoni, Code Enforcement Clerk**) [2024-1243](#)

#### **VI. WORKSESSION**

35. Lynx- Future Planning (**Tim Jecks, Management and Budget Director, Kristian Swenson, Assistant County Manager, and James Boyle, Interim Chief Planning and Development Officer**) [2024-1191](#)
36. Utilities Master Plan - Water Supply and Conservation (**Johnny Edwards, Interim Utilities Director**) [2024-1478](#)

**Recess BCC Meeting Until 1:30 P.M.**



**Reconvene Meeting at 1:30 P.M.****VII. PUBLIC HEARING AGENDA****Accept Proofs of Publication****Ex Parte Disclosure****Public Hearings - Quasi - Judicial**

37. **Master's Academy Special Exception Amendment -** [2024-1382](#)  
Consider an amendment to an existing private school Special Exception to allow three (3) existing temporary portables for permanent placement located at 1500 Lukas Lane, Oviedo, in the A-1 (Agriculture) district; BS2024-01 (McCree Construction, Applicant) District1 - Dallari (**Kathy Hammel, Principal Planner**)
38. **Ronald Reagan Plot Rezone -** Consider a Rezone from A-1 (Agriculture) and R-1A (Single Family Dwelling) to R-1 (Single Family Dwelling) for a proposed single family residential subdivision on approximately 4.76 acres, located on the northeast side of Ronald Reagan Boulevard, southwest of Nolan Road; (Z2024-006) (Vincent Peluso, Applicant) District 2 - Zembower (**Kaitlyn Apgar, Planner**) [2024-1386](#)

**IIIX. COUNTY ATTORNEY'S REPORT****IX. COUNTY MANAGER'S REPORT AND STAFF PRESENTATIONS**

39. Seminole Forever ARC Update (**Rick Durr, Parks and Recreation Director**) [2024-1476](#)

**X. DISTRICT COMMISSIONER REPORTS**

District 1 - Commissioner Dallari

40. Board Appointment [2024-1497](#)

District 3 - Commissioner Constantine

District 4 - Commissioner Lockhart

District 5 - Commissioner Herr



District 2 - Chairman Zembower

**XI. CHAIRMAN'S REPORT**

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

**XIII. ADJOURN BCC MEETING**

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

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



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1432**

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**Title:**

Proclamation proclaiming Corporal Ronald DeVasto, United States Marine Corp as Seminole County's November Veteran of the Month. **(Corporal Ronald DeVasto, United States Marine Corp)**

**Division:**

Community Services - Veterans Services

**Authorized By:**

Allison Thall, Community Services Director

**Contact/Phone Number:**

Kenneth Boggs/407-665-2373

**PROCLAMATION  
OF THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING  
UNITED STATES MARINE CORPS CORPORAL RONALD DEVASTO 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**, Corporal Ronald DeVasto, enlisted in the United States Marine Corps in September 1965 and served honorably until January 1970. He served in the Republic of Vietnam from July 1967 to October 1968. He received the National Defense Service Medal, Good Conduct Medal, Vietnam Service Medal with 1 Star, M-14 Rifle Sharpshooter badge, Vietnam Campaign Medal, and Combat Action Ribbon; and

**WHEREAS**, Corporal Ronald DeVasto was raised in Boynton Beach, Florida, and returned to Florida upon his discharge from the Marine Corps. He moved to Winter Park in 1970 and worked for Avis Rent A Car; and

**WHEREAS**, Corporal Ronald DeVasto then used his VA Education Bill to complete his Doctorate in Clinical Hypnotherapy. He opened and operated a hypnosis medical practice in Winter Park for 35 years. Serving as a Board member from 1994-2002 on the International Board for Regression Therapy and being the Founder of the Hypnotic Research Society, he has traveled the United States and Canada providing training to medical professionals in regressive therapy; and

**WHEREAS**, Corporal Ronald DeVasto loves to fish and scuba dive. He earned his Captain's license from the United States Coast Guard in 2008. He also was awarded, "The Quilt of Honor," and is a generous 46-gallon whole blood and platelets donor; and

**WHEREAS**, Corporal Ronald DeVasto has been a life member of the Marine Corps League from 1971 and rejoined in 2019. He is also a member of the 1<sup>st</sup> Marine Division Association and is a member of the Military Order of the Devil Dogs; and

**WHEREAS**, Corporal Ronald DeVasto 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 Corporal Ronald DeVasto, 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 Corporal Ronald DeVasto, along with our sincere congratulations and recognition as Seminole County's

**"Veteran of the Month"**

ADOPTED this 12th day of November 2024.



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Jay Zembower, Chairman  
Seminole County Board of County Commissioners



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1456**

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**Title:**

Expenditure Approval Lists dated October 16 and 23, 2024; and Payroll Approval List dated October 10, 2024. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)**

**Division:**

Clerk of Court

**Authorized By:**

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

**Contact/Phone Number:**

Kyla Farrell - 407-665-7661

**Background:**

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

**Requested Action:**

Approve Expenditure Approval Lists dated October 16 and 23, 2024; and Payroll Approval List dated October 10, 2024.

**CLERK AND COMPTROLLER'S  
REPORT and BRIEFING  
November 12, 2024**

**I. ITEMS FOR CONSIDERATION FROM THE COMPTROLLER'S OFFICE**

**A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS**

Approve Expenditure Approval Lists dated October 16 and 23, 2024; and Payroll Approval List dated October 10, 2024.

**II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS**

**B. RECEIVED AND FILED LISTING (For Information Only)**

|    |   |
|----|---|
| 1  | Approval D.O. #24-30000103, 3480 Harrow Ln, Ramirez/#24-30000105, 1581 Dixie Way, Spoto/#24-30000106, 6070 Twin Lakes Dr, Singer/#24-3000010, Lot 5 Pine St, Luker                      |
| 2  | Assignment of Term Contract IFB-604694-23 for Purchase of Batteries/Quadmed Inc.  |
| 3  | Bid (1) for RFP-604855-24 from Munizzi Law Firm   |
| 4  | Bill of sale Accepting Potable Water and Wastewater Systems/Hawks Overlook fka Paddock Way  |
| 5  | Bond Release/Maintenance Bond #1001127/\$6,787.79/Smart Office Lake Mary  |
| 6  | Bond Release/Performance Bond #2349383/\$72,132.09/Monroe Place   |
| 7  | Bond Release/Performance Bond #CIC1904849/\$242,283.38/Towns at Riverwalk   |
| 8  | C.O. #1 to W.O. #25 to CC-3563-21/Central Florida Environmental Corp.   |
| 9  | C.O. #2 to CC-5794-24/APEC  |
| 10 | CC-5882-24 Construction Services Agrmt for Demolition of Water Treatment Plant Facilities at Lake Hayes and Heathrow/Cross Construction Services  |
| 11 | Closeout to W.O. #31 to CC-3563-21/Carr & Collier   |
| 12 | Conditional Utility Agrmt for Water & Wastewater/Stonewall Place/KKNC Properties  |
| 13 | Denial D.O. #24-30000104/1667 Kingston Rd/Mercado-Mussa   |
| 14 | Drinking Water State Revolving Fund Planning and Design Loan Agrmt DW590230/Florida DEP (ICW Item #19 on 3/12/24 BCC)   |
| 15 | Engagement Letter for Special Counsel for Litigation Services/Jay W. Small, Esquire, Dinsmore & Shohl LLP   |
| 16 | Executive Order #2024-003 Establishing a Local Burn Ban Due to Drought-Like Weather Conditions in Sem Co  |
| 17 | Executive Order #2024-005 Declaring Local State of Emergency re: Tropical Storm Helene (Hurricane)  |
| 18 | Executive Order #2024-006 Rescinding Ex. Ord. #2024-005 Declaring a Local State of Emergency (Hurricane Helene)   |
| 19 | Executive Order #2024-007 Declaring a Local State of Emergency Re: Tropical Storm Milton (Hurricane)  |
| 20 | Executive Order #2024-008 Calling for the Evacuation of Mobile, Modular and Manufactured Homes; Homes in Designated Flood Zones and Low-Lying Areas; and Individuals with Special Needs |
| 21 | Executive Order #2024-009 Extending Local State of Emergency re: Hurricane Milton   |
| 22 | Executive Order #2024-010 Establishing a Temporary No Wake Zone for all of Sem Co Including All Roadways  |
| 23 | Executive Order #2024-011 Temporarily Waiving Building Permit Fees for Repairs of Building or Structural Damage Resulting from Hurricane Milton   |
| 24 | Executive Order #2024-012 Extending Ex Ord #2024-010 Establishing a Temporary No Wake Zone for All of Sem Co Including on All Roadways  |
| 25 | Executive Order #2024-013 Extending Local State of Emergency (Hurricane Milton)   |
| 26 | Executive Order #2024-014 Extending Order Establishing a Temporary No Wake Zone for All of Sem Co Including on All Roadways   |
| 27 | Final Renewal #1 to RFP-604514-23/Grant Veterinary Services   |
| 28 | Final Renewal #2 to IFB-604046-20/D.H. Pace Company   |
| 29 | First Amdmt to PS-3214-20/HDR Engineering   |
| 30 | FPSC Order #PSC-2024-0440-PCO-GU Issued 10/14/24  |
| 31 | FPSC Order #PSC-2024-0454-PCO-GU Issued 10/17/24  |

# CLERK AND COMPTROLLER'S REPORT and BRIEFING November 12, 2024

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|----|---|
| 32 | Interlocal Agrmt (ILA) for Contribution of Individual Settlement Funds (Opioid)/City of Sanford (ICW Item #10 on 6/25/24 BCC)     |
| 33 | M-604888-24 Health Insurance Actuarial Services Agrmt/Lewis & Ellis   |
| 34 | Maintenance Bond #0262536/\$178,301.38/Hawks Overlook fka Paddock Way   |
| 35 | Parks Contract (Natural Lands)/John Paul Cook   |
| 36 | Parks Contract for Services/Lynn Ford   |
| 37 | Parks Contract/Lynn Ford  |
| 38 | Proof of Pub (2)/2024 General Election Referendum on Proposed Amendments to the Home Rule Charter                                 |
| 39 | Proof of Pub (2)/2024 General Election Referendum on Proposed Extension of Existing Infrastructure Sales Surtax (One-Cent, Penny) |
| 40 | Proof of Pub/Notice of Commencement of VAB Hearings   |
| 41 | Renewal #3 to IFB-603724-20/Premier Lawn Maintenance  |
| 42 | Second Amdmt to RFP-2573-19/Skanska USA Building Inc.   |
| 43 | Tourist Tax Funding Agrmt/2024 Orlando North Fall Invitational/Team NJ Softball   |
| 44 | Tourist Tax Funding Agrmt/USSSA Bash for Cash Select SNIT/Florida Diamond Sports Management                                       |
| 45 | W.O. #11 to RFP-3942-21/RAK General Contractors   |
| 46 | W.O. #2 to PS-0592-16/Metric Engineering  |
| 47 | W.O. #22 to RFP-3136-20/Miller Electric Company   |
| 48 | W.O. #23 to RFP-3136-20/Miller Electric   |
| 49 | W.O. #23 to RFP-3750-21/Revere Control Systems  |
| 50 | W.O. #24 to RFP-3750-21/Star Controls   |
| 51 | W.O. #5 to PS-5188-23/Environmental Sciences Associates (ESA)   |
| 52 | W.O. #56 to PS-2826-20/Pegasus Engineering  |
| 53 | W.O. #6 to PS-4272-22/Inspire Placemaking Collective  |
| 54 | W.O. #6 to PS-5188-23/Environmental Sciences Associates (ESA)   |
| 55 | W.O.s #4 and #6 to PS-5135-23/S2L   |

COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
For Checks Dated From 10/7/24 Through 10/16/24

| <u>FUND</u>  | <u>FUND TITLE</u>              | <u>AMOUNT</u>           |
|--------------|--------------------------------|-------------------------|
| 00100        | GENERAL FUND                   | \$ 2,907,861.92         |
| 00103        | NATURAL LAND ENDOWMENT FUND    | 232.50                  |
| 00108        | FACILITIES MAINTENANCE FUND    | 303,193.19              |
| 00109        | FLEET REPLACEMENT FUND         | 33,739.12               |
| 00110        | ADULT DRUG COURT GRANT FUND    | 50,462.43               |
| 00112        | MAJOR PROJECTS FUND            | 75,817.94               |
| 00113        | COUNTYWIDE UTILITIES           | 154,660.19              |
| 10101        | TRANSPORTATION TRUST FUND      | 174,047.91              |
| 10400        | BUILDING PROGRAM               | 1,255.00                |
| 11000        | TOURISM PARKS 1,2,3 CENT FUND  | 15,438.00               |
| 11001        | TOURISM SPORTS 4 & 6 CENT FUND | 28,326.00               |
| 11200        | FIRE PROTECTION FUND           | 350,414.39              |
| 11400        | COURT SUPP TECH FEE (ARTV)     | 13,741.72               |
| 11500        | 1991 INFRASTRUCTURE SALES TAX  | 47,641.25               |
| 11541        | 2001 INFRASTRUCTURE SALES TAX  | 331,190.65              |
| 11560        | 2014 INFRASTRUCTURE SALES TAX  | 1,896,227.40            |
| 11901        | COMMUNITY DEVELOPMEN BLK GRANT | 150,575.46              |
| 11904        | EMERGENCY SHELTER GRANTS       | 8,739.92                |
| 11908        | DISASTER PREPAREDNESS          | 20,153.63               |
| 11915        | PUBLIC SAFETY GRANTS (FEDERAL) | 5,033.76                |
| 11916        | PUBLIC WORKS GRANTS            | 759,066.00              |
| 11919        | COMMUNITY SVC GRANTS           | 31,200.00               |
| 11925        | DCF REINVESTMENT GRANT FUND    | 8,975.64                |
| 11930        | RESOURCE MANAGEMENT GRANTS     | 30,863.17               |
| 12024        | SHIP AFFORDABLE HOUSING 23/24  | 662.00                  |
| 12025        | SHIP AFFORDABLE HOUSING 24/25  | 500.00                  |
| 12500        | EMERGENCY 911 FUND             | 2,212.25                |
| 12601        | ARTERIAL IMPACT FEE (12-31-21) | 2,705.68                |
| 12804        | LIBRARY-IMPACT FEE             | 5,654.28                |
| 15000        | MSBU STREET LIGHTING           | 171,465.79              |
| 15100        | MSBU RESIDENTIAL SOLID WASTE   | 1,230,361.50            |
| 16010        | MSBU CEDAR RIDGE (GRNDS MAINT) | 2,975.63                |
| 16080        | MSBU E CRYSTAL CHAIN OF LAKES  | 198.55                  |
| 32100        | NATURAL LANDS/TRAILS           | 15,243.69               |
| 32300        | FIVE POINTS DEVELOPMENT FUND   | 2,306.00                |
| 40100        | WATER AND SEWER FUND           | 938,637.36              |
| 40108        | WATER & SEWER CAPITAL IMPROVEM | 114,369.35              |
| 40201        | SOLID WASTE FUND               | 493,932.65              |
| 40301        | WEKIVA GOLF COURSE FUND        | 408,504.57              |
| 50100        | PROPERTY LIABILITY FUND        | 36,610.24               |
| 50200        | WORKERS COMPENSATION FUND      | 11,666.67               |
| 50300        | HEALTH INSURANCE FUND          | 221,102.84              |
| TOTAL REPORT |                                | <u>\$ 11,057,966.24</u> |

**COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
OCTOBER 16, 2024**

**CHECK SEQUENCE: CK #968413 - #969274 BOCC**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 12 DAY OF  
NOVEMBER, 2024.**

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**Chairman**

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COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
For Checks Dated From 10/17/24 Through 10/23/24

| <u>FUND</u>  | <u>FUND TITLE</u>              | <u>AMOUNT</u>          |
|--------------|--------------------------------|------------------------|
| 00100        | GENERAL FUND                   | \$ 276,982.23          |
| 00103        | NATURAL LAND ENDOWMENT FUND    | 1,185.00               |
| 00108        | FACILITIES MAINTENANCE FUND    | 5,790.00               |
| 00109        | FLEET REPLACEMENT FUND         | 41,829.01              |
| 00112        | MAJOR PROJECTS FUND            | 34,579.78              |
| 00113        | COUNTYWIDE UTILITIES           | 10,664.47              |
| 10101        | TRANSPORTATION TRUST FUND      | 19,802.55              |
| 11200        | FIRE PROTECTION FUND           | 150,035.55             |
| 11400        | COURT SUPP TECH FEE (ARTV)     | 4,536.26               |
| 11541        | 2001 INFRASTRUCTURE SALES TAX  | 544,996.00             |
| 11560        | 2014 INFRASTRUCTURE SALES TAX  | 182,817.53             |
| 11901        | COMMUNITY DEVELOPMEN BLK GRANT | 67,741.14              |
| 11904        | EMERGENCY SHELTER GRANTS       | 13,008.31              |
| 11916        | PUBLIC WORKS GRANTS            | 117,488.06             |
| 11919        | COMMUNITY SVC GRANTS           | 51,156.63              |
| 11920        | NEIGHBOR STABIL PROGRAM GRANT  | 94,399.02              |
| 11925        | DCF REINVESTMENT GRANT FUND    | 3,750.00               |
| 12024        | SHIP AFFORDABLE HOUSING 23/24  | 10,097.00              |
| 12101        | LAW ENFORCEMENT TST-LOCAL      | 5,699.00               |
| 12801        | FIRE/RESCUE-IMPACT FEE         | 379,578.56             |
| 15000        | MSBU STREET LIGHTING           | 10,546.32              |
| 16000        | MSBU PROGRAM                   | 593.37                 |
| 16005        | MSBU MILLS (LM/AWC)            | 68.90                  |
| 16007        | MSBU AMORY (LM/AWC)            | 335.56                 |
| 16010        | MSBU CEDAR RIDGE (GRNDS MAINT) | 48.71                  |
| 16013        | MSBU HOWELL CREEK (LM/AWC)     | 80.75                  |
| 16020        | MSBU HORSESHOE (LM/AWC)        | 94.06                  |
| 16021        | MSBU MYRTLE (LM/AWC)           | 640.05                 |
| 16023        | MSBU SPRING WOOD LAKE (LM/AWC) | 104.97                 |
| 16024        | MSBU LAKE OF THE WOODS(LM/AWC) | 412.94                 |
| 16025        | MSBU MIRROR (LM/AWC)           | 428.53                 |
| 16026        | MSBU SPRING (LM/AWC)           | 357.90                 |
| 16027        | MSBU SPRINGWOOD WTRWY (LM/AWC) | 83.47                  |
| 16028        | MSBU BURKETT (LM/AWC)          | 141.95                 |
| 16030        | MSBU SWEETWATER COVE (LM/AWC)  | 2,255.34               |
| 16031        | MSBU LAKE ASHER AWC            | 423.99                 |
| 16032        | MSBU ENGLISH ESTATES (LM/AWC)  | 140.60                 |
| 16033        | MSBU GRACE LAKE (LM/AWC)       | 513.64                 |
| 16035        | MSBU BUTTONWOOD POND (LM/AWC)  | 90.79                  |
| 16036        | MSBU HOWELL LAKE (LM/AWC)      | 993.57                 |
| 16037        | MSBU LK LINDEN (LM/AWC)        | 172.37                 |
| 16073        | MSBU SYLVAN LAKE (AWC)         | 446.05                 |
| 16077        | MSBU LITTLE LK HOWELL/TUSK     | 249.45                 |
| 16080        | MSBU E CRYSTAL CHAIN OF LAKES  | 711.24                 |
| 40100        | WATER AND SEWER FUND           | 41,630.98              |
| 40108        | WATER & SEWER CAPITAL IMPROVEM | 60,119.36              |
| 50100        | PROPERTY LIABILITY FUND        | 215,793.32             |
| 50300        | HEALTH INSURANCE FUND          | 2,622,102.81           |
| 60304        | ANIMAL SERVICES DONATIONS      | 25,536.25              |
| 60308        | ADULT DRUG COURT               | 44.77                  |
| TOTAL REPORT |                                | <u>\$ 5,001,298.11</u> |

**COUNTY COMMISSION - SEMINOLE  
BOCC Expenditure Approval List  
OCTOBER 23, 2024**

**CHECK SEQUENCE: CK #969275 - #969572 BOCC**

**THIS EXPENDITURE LIST IS APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA THIS 12 DAY OF  
NOVEMBER, 2024.**

\_\_\_\_\_  
Chairman

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS***

**PAYROLL APPROVAL LIST**

**As of Pay Date: 10/10/2024**  
**Biweekly Payroll Ending: 10/05/2024**

Check Numbers: **162655-162671**

Voided Check Number: N/A

Net Expenditure Total: **\$3,332,572.18**

This payroll is approved by the Board of County Commissioners of Seminole County Florida,  
this 12th day of November 2024.

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Chairman

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# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1483**

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**Title:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-003 in the General Fund to transfer \$86,000 from reserves to Clerk Finance for the implementation of PaymentWorks. **(Jenny Spencer, CPA, MAcc, CGFO, and CFE, Director - Comptroller's Office)**

**Division:**

Clerk of Court

**Authorized By:**

Grant Maloy, Clerk of the Circuit Court and Comptroller

**Contact/Phone Number:**

Jenny Spencer/407-665-7665

**Background:**

Following is the background from the attached Justification FY25 Budget Amendment Request:

The Clerk's Office conducted research on automating vendor payments while maintaining security. The research resulted in the discovery of PaymentWorks. PaymentWorks is a secure, cloud-based application that automates vendor onboarding, verification of vendor Tax ID, validation of their banking information, their addresses and verification of suspension and debarment. PaymentWorks ensures that the vendor data is accurate and complete, while reducing the potential risk of vendor fraud. By leveraging the automation and security features of PaymentWorks, the Clerk's Office will ensure that only vendors that have been properly onboarded, vetted and verified will receive electronic payments.

The complete Justification from the Clerk is attached.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #25-003 in the General Fund to

transfer \$86,000 from reserves to Clerk Finance for the implementation of PaymentWorks.

2024-R-

**BUDGET AMENDMENT REQUEST****BAR# 25-003**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: CONSTITUTIONAL OFFICERS / CLERK OF COURT  
 Fund(s): 00100 GENERAL FUND

| RM Recommendation |                   |
|-------------------|-------------------|
| <b>W. AVILES</b>  | <b>10/30/2024</b> |
| Budget Analyst    | Date              |
| Budget Director   | Date              |
| RM Director       | Date              |

**PURPOSE:**

To transfer \$86,000 from General Fund reserves for the implementation of PaymentWorks.

**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                      |              |               |                |             |                           |           |              |                    |
| <b>Total Sources</b>         |              |               |                |             |                           |           |              | <b>-</b>           |
| Expenditure                  | <b>00100</b> | <b>023100</b> | 590962         |             | TRANSFER CLERK OF COURT   |           | 9629999901   | 86,000             |
| Expenditure                  |              |               |                |             |                           |           |              |                    |
| Expenditure                  |              |               |                |             |                           |           |              |                    |
| Expenditure                  |              |               |                |             |                           |           |              |                    |
| Expenditure                  |              |               |                |             |                           |           |              |                    |
| Expenditure                  |              |               |                |             |                           |           |              |                    |
| Expenditure                  |              |               |                |             |                           |           |              |                    |
| Expenditure                  |              |               |                |             |                           |           |              |                    |
| <b>Expenditure Sub-Total</b> |              |               |                |             |                           |           |              | <b>86,000.00</b>   |
| Reserve                      | <b>00100</b> | <b>999901</b> | 599998         |             | RESERVE FOR CONTINGENCIES |           | 9989999901   | (86,000)           |
| Reserve                      |              |               |                |             |                           |           |              |                    |
| <b>Reserve Sub-Total</b>     |              |               |                |             |                           |           |              | <b>(86,000.00)</b> |
| <b>Total Uses</b>            |              |               |                |             |                           |           |              | <b>-</b>           |

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2024-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of this meeting.

Attest:

By:

Grant Maloy, Clerk to the Board of County Commissioners

Jay Zembower, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Entered by the Management and Budget Office

Date: \_\_\_\_\_

Posted by the County Comptroller's Office

Date: \_\_\_\_\_



## **Clerk of the Circuit Court and Comptroller Seminole County**

### **Budget Amendment Request for PaymentWorks**

Protecting taxpayer dollars is the Comptroller's Office highest priority. In light of recent fraudulent transactions and cybercrimes that government agencies have fallen prey to, my office has found it necessary to evaluate available options in processing vendor payments, while ensuring safety in automating such payments. In working with the County's Resource Management department and the Purchasing and Contracts Division, we have selected PaymentWorks for vendor validation. PaymentWorks is a web-based vendor onboarding and vendor validation application designed to enhance the County's accounts payable function by automating vendor payments as well as reducing the risk of potential cybercrimes. The Comptroller's Office is requesting a Budget Amendment Request of \$86,000 for implementation of PaymentWorks.

### **Background**

The Clerk's Office conducted research of automating vendor payments, while maintaining security. The research resulted in the discovery of PaymentWorks. PaymentWorks is a secure, cloud-based application that automates vendor onboarding, verification of vendor Tax ID, validation of their banking information, their addresses and verification of suspension and debarment. PaymentWorks ensures that the vendor data is accurate and complete, while reducing the potential risk of vendor fraud. By leveraging the automation and security features of PaymentWorks, the Clerk's Office will ensure that only vendors that have been properly onboarded, vetted and verified will receive electronic payments.

### **Benefits of PaymentWorks**

1. **Increased Security and Compliance:** The PaymentWorks application includes security measures to verify vendor identities. The application uses Artificial Intelligence to perform multi checks of various websites, such as the IRS, the USPS, banking information and whether the vendor has changed their payment information with other entities. This multi checks process reduces the risk of fraud and improper payments, ensuring that only legitimate vendors are paid. **See Exhibit A.**



## **Clerk of the Circuit Court and Comptroller Seminole County**

### **Budget Amendment Request for PaymentWorks**

2. **Vendor Onboarding:** The Clerk's Office will partner with the County's Purchasing and Contracts Division (PCD) to automate vendor onboarding. This will reduce the administrative burden on both County and Clerk staff as the vendors would be the ones making any necessary changes to their address and/or banking information. By streamlining vendor registration and verification, PaymentWorks will reduce the risk of human errors associated with manually entering a vendor's data in JD Edwards from the vendors W-9 received from PCD.
3. **Enhanced Transparency:** PaymentWorks will provide real-time updates on vendor payment status. Vendors will have the ability to log in to see the status of their invoices. This will help ensure timelier vendor payments as vendors would not need to wait to receive a mailed check.

### **Safeguarding Taxpayer Dollars**

As Clerk, I am committed to ensuring taxpayer dollars are used responsibly and the County's financial operations are protected against fraud and human errors. Implementing PaymentWorks will enable the Comptroller's Office to continue to maintain fiscal responsibility and vendor management.

### **BAR Request**

To successfully implement PaymentWorks, the cost is approximately \$86,000, as noted below:

|                               |                         |
|-------------------------------|-------------------------|
| One Time Costs - Initial Year | \$ 15,000               |
| Ongoing Annual Fee            | 60,850                  |
| JD Edwards Configuration      | 10,000                  |
| Total Cost FY 24-25           | <u><u>\$ 85,850</u></u> |

The above funding covers the cost of JD Edwards configuration, implementation, staff training, and ongoing support services.

Thank you for your partnership in this important initiative.



# Exhibit A



# Seminole County: PaymentWorks Overview & Demo

September 2024

Digital Supplier Onboarding for Secure,  
Compliant and Optimized Business Payments

# Agenda

- Introductions
- Goals and Desired Outcomes Review
- Before and After PaymentWorks
- Demo
- Next Steps



PaymentWorks digital supplier onboarding is the **foundation** of vendor master data management - enabling organizations to **control costs and risks** while executing a payables strategy to **optimize the time value of money**.

# Goals and Outcomes

- Get rid of manual processes to manage vendor master data
  - Save time and taxpayer dollars by automating collection of vendor data. No more internal back-and-forth, emails, third-party lookups, callbacks, manual input to ERP, etc.
- Ensure accuracy and compliance of all payee data
  - Need to perform sanctions/debarment checks on various payee types, from traditional vendors to grantees. Automatically validate this data against third party databases
- Eliminate vendor impersonation fraud risk
  - Shift the burden/stress AND liability of vendor fraud off of the county (w/ indemnification up to \$2M per ACH fraud event.) Address the “coverage gap” for cyber crime that comes back to bite many counties/towns/cities after six-figure losses\*

\*Eagle Mountain City, UT (~43k residents, \$1.13m incident, construction); Peterborough ,NH (~6k residents, \$2.3m...\$125k recovered, construction); Bernalillo County, NM (~650k residents, \$447k...~\$200k recovered, CDW impersonated)

# Fraudsters have grown in volume, tech, and tactics...

## FINANCIAL TIMES

IS COMPANIES TECH MARKETS CLIMATE OPINION WORK & CAREERS LIFE & ARTS HTSI

Opinion **Your Questions**

### Am I the victim of an AI-generated voice scam?

I paid money to someone pretending to be my supplier

LUCY WARWICK-CHING [+ Add to myFT](#)



I received a call the other day from a supplier I know well who told me he was having a few issues with his bank and asked if I could I settle an invoice through a new account. I paid, but when I spoke to the supplier next he denied ever having spoken with me or having issues with his account. I think I've fallen victim to an **AI-generated** voice scam. What can I do to convince my bank I'm telling the truth — and get my money back?



**Roger Bescoby, director of client relations at Conflict International, a private investigator,** says it does sound like you may have fallen victim to an "AI imposter" scam. These are still very much in their infancy, but all the signs are that fraudsters are starting to shift their focus to such scams as they provide a kind of instant payday.

### Automated dark web markets sell corporate email accounts for \$2

By **Bill Toulas**

December 8, 2022 11:22 AM 0

Hackers use their access to corporate email accounts in targeted attacks like business email compromise (BEC), social engineering, spear-phishing, and deeper network infiltration.

# Fraudsters have grown in volume, tech, and tactics...

MATT BURGESS

SECURITY AUG 7, 2023 7:00 AM

## Criminals Have Created Their Own ChatGPT Clones

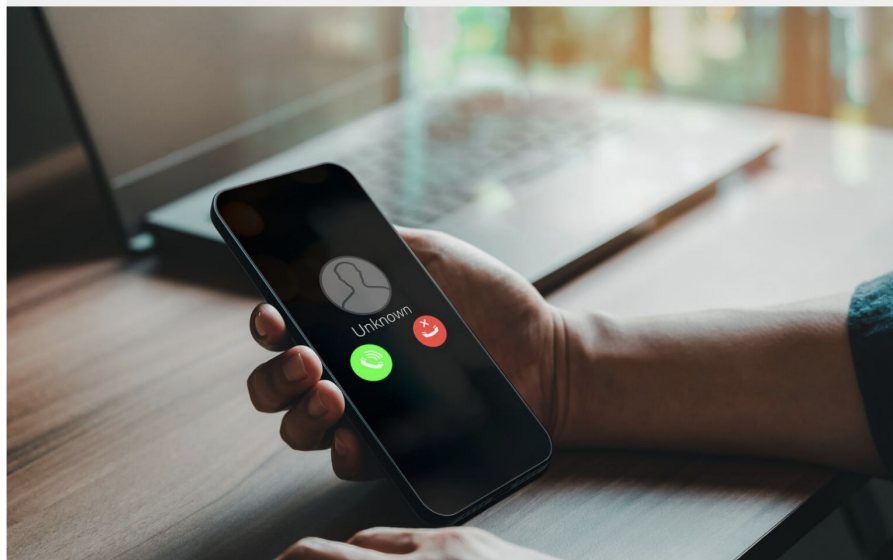
In a test of the system, Kelley writes, it was asked to produce an email that could be used as part of a business email compromise scam, with a purported CEO writing to an account manager to say an urgent payment was needed. “The results were unsettling,” Kelley wrote in the research. The system produced “an email that was not only remarkably persuasive but also strategically cunning.”

Krishnan says the creator of the system published a video appearing to show the chatbot operating and generating a scammy email. They were also trying to sell access to the system for \$200 per month, or a yearly cost of \$1,700.

# And insurance doesn't cover these losses.

## Call Me, Maybe? The Stealth Disappearance of Social Engineering and Fraudulent Instruction Coverage

By Lynda A. Bennett and Richard F. "Trip" Connors III | March 2, 2023



EVANGELINE PARISH

### Mamou hospital management loses over \$200K in email scam

by: Scott Yoshonis  
Posted: Aug 26, 2024 / 10:50 AM CDT  
Updated: Aug 26, 2024 / 10:50 AM CDT

“The Organization did not have procedures in place to confirm the wire instructions sent through email were valid and the wire fraud was not covered by insurance,” the audit reads. “On Sept. 29 (2023), the Organization received notification that \$81,819 of the funds were recovered.”



# Gov't finance teams using PaymentWorks

 Bergen Record

## Clifton plans to avoid repeat of near \$600,000 contractor scam by hiring firm

Clifton was scammed out of almost \$600,000 by someone posing as a legit city contractor. It will now hire a firm to avoid a similar mistake.

Sep 21, 2023



LOCAL

## New software protects St. Johns County taxpayers from scam attempt



By [Chase Berger, Action News Jax](#)

June 09, 2024 at 4:33 pm EDT

"PaymentWorks has provided the comptroller's office a level of security and reassurance that we did not have prior to its implementation," St. Johns County Clerk's Office Chief Financial Officer Dwala Anderson said in the news release.

The St. Johns County Clerk of Circuit Court and Comptroller's Office manages about 13,000 vendors.

[SIGN UP: [Action News Jax Daily Headlines Newsletter](#)]

The news release said the new platform has significantly enhanced the financial integrity of the county, "ensuring that taxpayer dollars are shielded against fraud."

# Gov't finance teams using PaymentWorks

The Santa Rosa County Clerk of Court and Comptroller's Office reported Friday that it had recovered \$629,000 in county funds stolen when fraudsters used a compromised vendor email address to snatch a payment intended for Milton-based Roberson Underground Utility.

It was also announced a person of interest has been identified and law enforcement is attempting to make contact with that person, who resides out of state.

The theft of the vendor payment, which totaled \$853,000, was made public in April. County Commissioners voted soon after to reimburse Roberson Underground Utility, a family-owned business that had won the contract for a \$5.4 million drainage project to address flooding issues within the Metron Estates subdivision in Pace.

On Friday he announced the Clerk's Office has engaged the services of PaymentWorks to enhance payment security measures. PaymentWorks will be responsible for all vendor verification prior to payment and indemnify the Clerk of Court and Board of County Commissioners for up to \$2,000,000 per transaction, the release said.

# The PaymentWorks Platform

Digital onboarding for secure, compliant and optimized business payments.



Requested  
by payer

Payer/Customer



- Payment Method
- Payment Terms
- Tax Classification
- Addresses
- Diversity
- Insurance COIs
- Conflict of Interest
- Sanction Monitoring
- Compliance Certs



Maintained  
by payee

Payee/Vendor

Workflows

3<sup>rd</sup> Party Data Checks

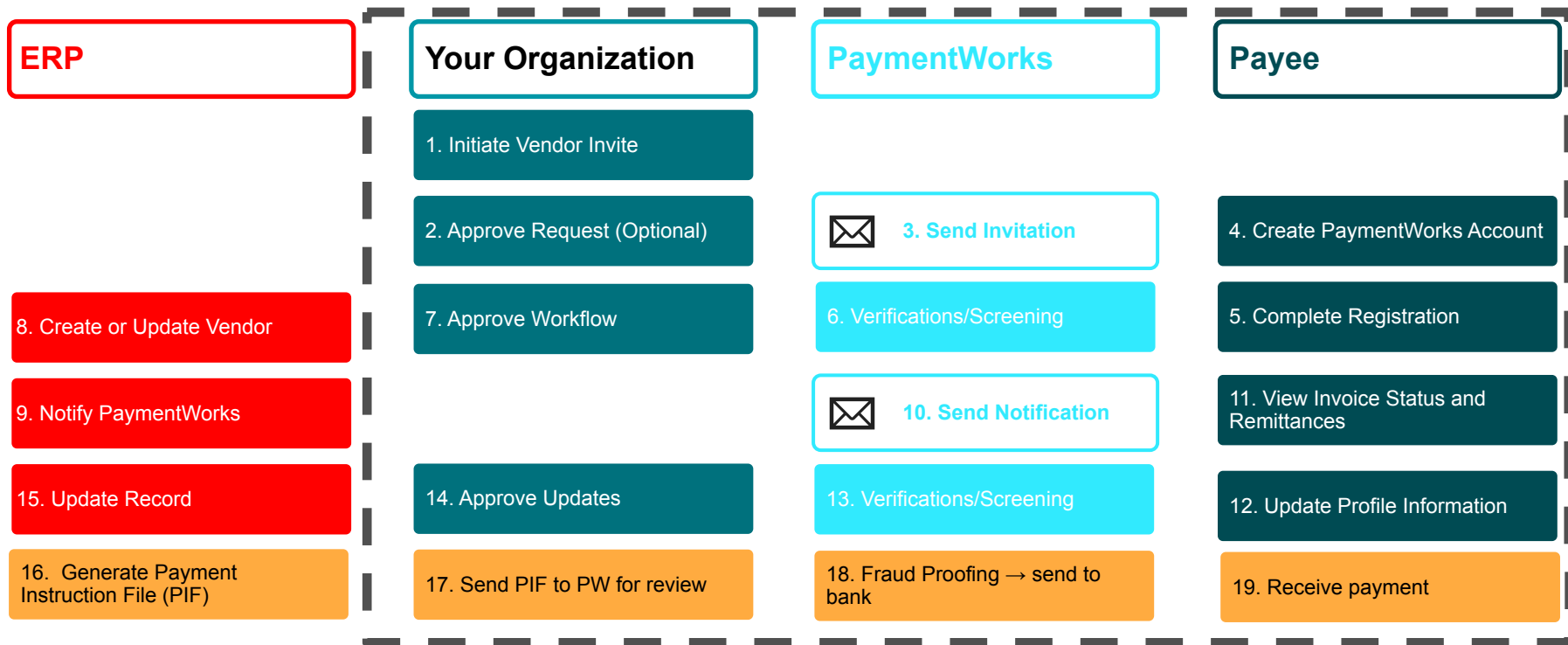
**Fraud Protection**

Network Intelligence

ERP Integration

PaymentWorks

# Process Flow



## Implementation/Payment Project Timeline and Deliverables

|   | Estimated Customer Hours | Prep 1   | Prep 2 | Week 1 | Week 2      | Week 3 | Week 4 | Week 5           | Week 6 | Week 7 | Week 8    | Week 9 | Week 10 |
|---|--------------------------|----------|--------|--------|-------------|--------|--------|------------------|--------|--------|-----------|--------|---------|
| Introduction  | 1                        |          |        |        |             |        |        |                  |        |        |           |        |         |
| Questionnaires (Discovery, SSO, SFTP, Payments)                         | 1                        |          |        |        |             |        |        |                  |        |        |           |        |         |
| <a href="#">Technical Requirements</a>                                  |                          |          |        |        |             |        |        |                  |        |        |           |        |         |
| Invoice Status File (12-15 hrs)   | 40                       |          |        |        |             |        |        |                  |        |        |           |        |         |
| Supplier File (8-12 hrs)  |                          |          |        |        |             |        |        |                  |        |        |           |        |         |
| Payment File (2-4 hrs)  |                          |          |        |        |             |        |        |                  |        |        |           |        |         |
| SSO (3-5 hrs)   |                          |          |        |        |             |        |        |                  |        |        |           |        |         |
| SFTP (4 hrs)  |                          |          |        |        |             |        |        |                  |        |        |           |        |         |
| Project Commitment  | 1                        |          |        |        |             |        |        |                  |        |        |           |        |         |
| Kick Off  | 1                        |          |        |        |             |        |        |                  |        |        |           |        |         |
| Payments Configuration  | 3                        |          |        |        |             |        |        |                  |        |        |           |        |         |
| Discovery with Bank   | 1                        |          |        |        |             |        |        |                  |        |        |           |        |         |
| Self Directed Certification & Functional Testing                        | 30                       |          |        |        |             |        |        |                  |        |        |           |        |         |
| Coordination with the Bank (may need customer to join a few Bank calls) | 5                        |          |        |        |             |        |        |                  |        |        |           |        |         |
| Move to Production  | 30                       |          |        |        |             |        |        |                  |        |        |           |        |         |
| Payment Testing   | 5                        |          |        |        |             |        |        |                  |        |        |           |        |         |
| Live Platform   |                          |          |        |        |             |        |        |                  |        |        |           |        |         |
| Live Payments   |                          |          |        |        |             |        |        |                  |        |        |           |        |         |
|   |                          | Key      |        |        |             |        |        |                  |        |        |           |        |         |
|   |                          | Customer |        |        | PW/Customer |        |        | PW/Customer/Bank |        |        | PW & Bank |        |         |

Customer functional and payment implementation estimated hours: 118 hours over 10 weeks

*Note: Implementation project (first 8 weeks) typically will be completed prior to payments testing. It is recommended that a slow usage of the platform begins starting on week 8 while payments testing continues until completion.*

# What Sets Us Apart

| Controlled Costs   | Reduced Risks   | Optimized Payments   |
|--|---|--|
| <ul style="list-style-type: none"><li>• Automated 3rd party checks</li><li>• Onboarding Tracker® for complete visibility</li><li>• Support and reporting</li></ul> | <ul style="list-style-type: none"><li>• Risk transfer for fraudulent ACH payments</li><li>• Auditable business controls</li><li>• Collection point for all compliance documentation (e.g., sanctions checks, insurance docs, conflicts of interest, etc.)</li></ul> | <ul style="list-style-type: none"><li>• Payment strategy married to onboarding process</li><li>• Lever to drive adoptions of electronic payments</li><li>• Reporting and analytics</li></ul> |





# Seminole County: PaymentWorks Pricing and ROI Overview

August 2024

Digital Supplier Onboarding for Secure,  
Compliant and Optimized Business Payments



# Goals and Outcomes

- Get rid of manual processes to manage vendor master data
  - Save time and taxpayer dollars by automating collection of vendor data. No more internal back-and-forth, emails, third-party lookups, callbacks, manual input to ERP, etc.
- Ensure accuracy and compliance of all payee data
  - Need to perform sanctions/debarment checks on various payee types, from traditional vendors to grantees. Automatically validate this data against third party databases
- Eliminate vendor impersonation fraud risk
  - Shift the burden/stress AND liability of vendor fraud off of the county (w/ indemnification up to \$2M per ACH fraud event.) Address the “coverage gap” for cyber crime that comes back to bite many counties/towns/cities after six-figure losses\*

\*Eagle Mountain City, UT (~43k residents, \$1.13m incident, construction); Peterborough ,NH (~6k residents, \$2.3m...\$125k recovered, construction); Bernalillo County, NM (~650k residents, \$447k...~\$200k recovered, CDW impersonated)



# Your Volumes

- Total AP Spend (non-payroll): \$241MM
- Total vendors paid each year: 2,459
- New vendors onboarded each year: 303

# PRICING QUOTE

Pricing is based on volumes, usage exceeding these thresholds may incur additional charges. Quote valid through 9/30/2024

## BASED ON 5 YEAR AGREEMENT

| THRESHOLD<br>Up to 3,000 payees onboarded<br>Up to \$250MM spend | PaymentWorks Automation & Fraud Protection | Year 1   | Year 2   | Year 3   | Year 4   | Year 5   |
|--|--|----------|----------|----------|----------|----------|
|  | Total One Time Costs                       | \$15,000 | N/A      | N/A      | N/A      | N/A      |
|  | Total Ongoing Costs                        | \$60,850 | \$60,850 | \$60,850 | \$60,850 | \$60,850 |

# Annual ROI Estimates

- Check to ACH: \$37,530
- Risk Avoidance: \$111,496
- Process Efficiency: \$67,776
- ROI: 3.6x

## Risk Avoidance

- This number is calculated via industry figures, including **average BEC fraud loss event from our partners at Chubb**, and **PaymentWorks network data**. Estimates your risk exposure based on your total AP spend annually.
- Data security/ PII: County collects W9s, and ACH forms – the cost incurred when this PII is compromised: 50% of supplier base exposed to risk \* 20% probability of compromise \* \$20 cost of compromise/record

## BEC/Social Engineering Coverage

- PW platform provides coverage for domestic ACH payments up to \$2MM per occurrence/uncapped annually.
- BEC/SE insurance is quickly diminishing, or limits are low

## Process Efficiency / Cost Reduction

- Calculated based on industry and client benchmarks + our discussions about County's manual methods to collect/route/validate/input payee data. Across departments including AP, End Users, Procurement, etc.
- Reduces time from estimated 40 mins.-1 hr. to onboard payee (before PaymentWorks) to ~8 min. (with PaymentWorks)



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1489**

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### **Title:**

Approval by the Board of County Commissioners (BCC) to appropriate from the Sheriff's Office Fiscal Year 2023/24 General Fund Budget closeout: (1) \$4,532,084.26 in purchase commitments for items not received by 9/30/2024 and (2) \$150,000.00 requested to fund the modernization project of the CAFEWEB Case Management System; and approve and authorize the Chairman to execute a Resolution implementing a Budget Amendment Request (BAR) # 25-005 in the General Fund to transfer \$4,682,084.26 from reserves for the re-appropriation of the Sheriff's purchase commitments and Mobile Command Vehicle. Countywide. **(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 2023/24 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, 2024 (i.e. 30 days after the end of the fiscal year). The Sheriff's Office submitted the FY 2023/24 General Fund Budget Closeout and Return of Funds in the amount of \$5,099,469.38 payable to the BCC to the Office of the Clerk of the Circuit Court and Comptroller on October 31, 2024.

The following table recaps the Closeout of the Sheriff's Office FY 2023/24 General Fund Budget Closeout and requests BCC approval to appropriate:

(1) \$4,532,084.26 in carryforward of FY 2023/24 purchase commitments for items not received as of September 30, 2024, and

(2) \$150,000.00 in budget savings to fund the initial system architecture of the agency's CAFEWEB Case Management System Modernization Project.

The resulting return of General Funds after appropriations is \$417,385.12.

The following table recaps the Closeout of the Sheriff's Office FY 2023/24 General Fund Budget Closeout:

| <b>Sheriff's Office FY 2023/24 General Fund Budget Closeout<br/>and FY 2023/24 Appropriation Request:</b> |                        |
|---|------------------------|
| Return of Sheriff's Office Unexpended Funds   | \$ 4,749,469.38        |
| Return of Sheriff's Office Budgetary Contingency  | 350,000.00             |
| <b>Total Return of Sheriff's Office General Fund Budget - Closeout</b>                                    | <b>\$ 5,099,469.38</b> |
| <b>Budget Amendment Request to Appropriate Funding FY 2023/24:</b>  |                        |
| Carryforward funds for purchase commitments not completed by September 30, 2024 (see chart below)         | \$ 4,532,084.26        |
| Funding for Modernization Project of CAFEWEB Case Management System                                       | 150,000.00             |
| <b>Total Appropriation Request</b>  | <b>\$ 4,682,084.26</b> |
| <b>Net Return of Sheriff's Office General Fund Budget FY 2023/24</b>                                      | <b>\$417,385.12</b>    |

The following table details the purchase commitments not completed by September 30, 2024:

| <b>FY 2023/24 Purchase Commitments Not Completed by September 30, 2024</b> |                        |
|--|------------------------|
| Fleet Vehicles and Vehicle-Related Equipment                               | \$ 2,857,561.25        |
| Mobile Command Vehicle   | 873,337.00             |
| Technology: Software Applications  | 569,950.04             |
| Other Equipment/Supplies   | 231,235.97             |
| <b>Total Purchases Commitments not completed by Fiscal Year-end</b>        | <b>\$ 4,532,084.26</b> |

### Fleet Vehicles and Vehicle-Related Equipment

Represents 51 vehicles, including two ADA compliant corrections transport vans, which have been received or are currently in the outfitting stage at the dealerships pending acceptance by the agency.

### Mobile Command Vehicle

The mobile command vehicle was ordered November 2023 with an estimated 20-month order, build and outfitting schedule. Delivery is anticipated in September 2025.

This vehicle is being funded with an additional \$500,000 received through FDLE from a FY2023/24 state specific appropriation awarded in October 2023.

Technology: Software Applications

Technology applications include current rollouts in progress for a jail management system, agency ERP system, and enhancements to real-time crime technology.

Other Equipment/Supplies

Other Equipment/Supplies include tactical equipment and supplies on order as well as equipment for Corrections.

**Requested Action:**

Staff requests the Board appropriate from the Sheriff's Office Fiscal Year 2023/24 General Fund Budget closeout: (1) \$4,532,084.26 in purchase commitments for items not received by 9/30/2024 and (2) \$150,000.00 requested to fund the modernization project of the CAFEWEB Case Management System; and approve and authorize the Chairman to execute a Resolution implementing a Budget Amendment Request (BAR) # 25-005 in the General Fund to transfer \$4,682,084.26 from reserves for the re-appropriation of the Sheriff's purchase commitments and Mobile Command Vehicle

2024-R-

**BUDGET AMENDMENT REQUEST****BAR# 25-005**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: CONSTITUTIONAL OFFICERS / SHERIFF'S OFFICE  
 Fund(s): 00100 GENERAL FUND

| RM Recommendation |                   |
|-------------------|-------------------|
| <b>W. AVILES</b>  | <b>10/31/2024</b> |
| Budget Analyst    | Date              |
| Budget Director   | Date              |
| RM Director       | Date              |

**PURPOSE:**

To re-appropriate funding returned from the Sheriff in FY24. In FY24, the Sheriff will return \$5,099,469.38 to the General Fund and has requested to re-appropriate \$4,682,084.26 of those funds in FY25 from General Fund Reserves. This will result in a \$417,385.12 net return from the Sheriff's Office budget to the General Fund. The transfer of these funds will allocate \$4,532,084.26 to fund purchase commitments not completed as of September 30, 2024 and \$150,000 to fund a the Modernization Project of CAFEWEB Case Management System.

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                      |              |               |                |             |                           |           |              |                       |
| <b>Total Sources</b>         |              |               |                |             |                           |           |              | <b>-</b>              |
| Expenditure                  | <b>00100</b> | <b>021000</b> | 590963         | <b>03</b>   | TRANSFER SHERIFF          |           | 9639999901   | 425,551.41            |
| Expenditure                  | <b>00100</b> | <b>021000</b> | 590963         | <b>05</b>   | TRANSFER SHERIFF          |           | 9639999901   | 3,832,858.20          |
| Expenditure                  | <b>00100</b> | <b>021001</b> | 590963         | <b>03</b>   | TRANSFER SHERIFF          |           | 9639999901   | 200,000.00            |
| Expenditure                  | <b>00100</b> | <b>021001</b> | 590963         | <b>05</b>   | TRANSFER SHERIFF          |           | 9639999901   | 223,674.65            |
| Expenditure                  |              |               |                |             |                           |           |              |                       |
| <b>Expenditure Sub-Total</b> |              |               |                |             |                           |           |              | <b>4,682,084.26</b>   |
| Reserve                      | <b>00100</b> | <b>999901</b> | 599998         |             | RESERVE FOR CONTINGENCIES |           | 9989999901   | (4,682,084.26)        |
| Reserve                      |              |               |                |             |                           |           |              |                       |
| <b>Reserve Sub-Total</b>     |              |               |                |             |                           |           |              | <b>(4,682,084.26)</b> |
| <b>Total Uses</b>            |              |               |                |             |                           |           |              | <b>-</b>              |

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2024-R-\_\_\_\_\_approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida\_\_\_\_\_as reflected in the minutes of this meeting.

Attest:

By:

Grant Maloy, Clerk to the Board of County Commissioners

Jay Zembower, Chairman

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Entered by the Management and Budget Office

Date:\_\_\_\_\_

Posted by the County Comptroller's Office

Date:\_\_\_\_\_

**MEMORANDUM:**                      **Fiscal Services 24-022**

TO:                      Board of County Commissioners  
                             Darren Gray, County Manager

VIA:                      Lisa Spriggs, Chief of Administrative Services *LS*  
                             Seminole County Sheriff's Office

FROM:                      Mary B. Hope, Director of Fiscal Services *MBH*  
                             Seminole County Sheriff's Office

DATE:                      October 30, 2024

SUBJECT:                      Sheriff's Office FY 2023/24 Budget Closeout – General Fund

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In accordance with Section 30.50(6), Florida Statutes, the Sheriff's Office has closed its financial accounts pertaining to FY 2023/24.

The unexpended General Fund balance of \$5,099,469.38 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 2023/24 Closeout and Appropriation will be scheduled on the November 12, 2024, BCC meeting to request approval to appropriate:

- (1) \$4,532,084.26 in purchase commitments for items not received by 9/30/2024, and
- (2) \$150,000.00 in budget savings requested to fund the Initial System Architecture for the modernization of SCSO's CAFEWEB Case Management System.

The details of the Closeout and Appropriation request are noted in the chart below:

| <b>Sheriff's Office FY 2023/24 General Fund Budget Closeout<br/>and FY 2023/24 Appropriation Request:</b> |                        |
|---|------------------------|
| Return of Sheriff's Office Unexpended Funds   | \$ 4,749,469.38        |
| Return of Sheriff's Office Budgetary Contingency  | 350,000.00             |
| <b>Total Return of Sheriff's Office General Fund Budget - Closeout</b>                                    | <b>\$ 5,099,469.38</b> |
| <b>Budget Amendment Request to Appropriate Funding FY 2023/24:</b>  |                        |
| Carryforward funds for purchase commitments not completed by September 30, 2024 (see chart below)         | \$ 4,532,084.26        |
| Funding for Modernization Project of CAFEWEB Case Management System                                       | 150,000.00             |
| <b>Total Appropriation Request</b>  | <b>\$ 4,682,084.26</b> |
| <b>Net Return of Sheriff's Office General Fund Budget FY 2023/24</b>                                      | <b>\$417,385.12</b>    |



| <b>FY 2023/24 Purchase Commitments Not Completed by September 30, 2024</b> |                        |
|--|------------------------|
| Fleet Vehicles and Vehicle-Related Equipment                               | \$ 2,857,561.25        |
| Mobile Command Vehicle   | 873,337.00             |
| Technology: Software Applications  | 569,950.04             |
| Other Equipment/Supplies   | 231,235.97             |
| <b>Total Purchases Commitments not completed by Fiscal Year-end</b>        | <b>\$ 4,532,084.26</b> |

If you have any questions regarding this memo, please contact me at (407) 312-8778 or [mhope@seminolesheriff.org](mailto: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

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**File Number: 2024-1479**

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**Title:**

Approve and authorize the Chairman to execute a Proclamation proclaiming November 10 - 16, 2024 as National Nurse Practitioner Week in Seminole County, FL.  
**(Patrice Muse, Florida Association of Nurse Practitioners, Inc)**

**PROCLAMATION  
OF THE  
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS  
PROCLAIMING NOVEMBER 10 – 16, 2024 AS  
AS NATIONAL NURSE PRACTITIONER WEEK  
IN SEMINOLE COUNTY, FLORIDA**

**WHEREAS**, nurse practitioners (NPs) have served a critical role as trusted healthcare providers for decades; and

**WHEREAS**, NPs work to expand healthcare access in communities across our state, promote health equity in care and improve health outcomes for all; and

**WHEREAS**, NPs provide high-quality primary, acute and specialty healthcare services while emphasizing health promotion, disease prevention, health education and counseling, partnering with patients to improve their health; and

**WHEREAS**, the confidence that patients have in NP delivered health care is evidenced by the more than 1 billion visits made annually to NPs across the country; and

**WHEREAS**, more than five decades of research demonstrates the high quality of care provided by NPs; and

**WHEREAS**, better utilization of NPs through modernized state laws and improved policies creates better health through a more accessible, efficient, cost-effective and higher-quality healthcare system; and

**WHEREAS**, more than half the nation, including 27 states, the District of Columbia, Guam and the Northern Mariana Islands, have adopted Full Practice Authority legislation, offering patients full and direct access to the outstanding care provided by NPs; and

**WHEREAS**, leading governmental and policy entities, including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors Association and Federal Trade Commission, have taken notice of the benefits of providing patients full and direct access to NP delivered care; and

**WHEREAS**, leading NPs serve as the provider of choice for many Floridians health and welfare of our communities; and

**WHEREAS**, Seminole County is proud to recognize and honor the service of NPs to our state and county; and

**NOW, THEREFORE, BE IT PROCLAIMED** that we, the Board of County Commissioners of Seminole County, Florida, hereby proclaim November 10 – 16, 2024 as

**National Nurse Practitioner Week**

in Seminole County, FL

ADOPTED this 12nd day of November 2024.



\_\_\_\_\_  
Jay Zembower, Chairman  
Seminole County, Board of County Commissioners



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1480**

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**Title:**

Approve and authorize the Chairman to execute a Proclamation proclaiming November 15, 2024 as America Recycles Day in Seminole County, FL. **(Kim Ornberg, Environmental Services Director)**

**PROCLAMATION  
OF THE  
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS  
PROCLAIMING NOVEMBER 15, 2024, AS  
“AMERICA RECYCLES DAY”  
IN SEMINOLE COUNTY, FLORIDA**

**WHEREAS**, America Recycles Day is a nationally recognized day that raises awareness about and appreciation for people, communities, and organizations that work daily to recycle and responsibly steward our natural resources; and

**WHEREAS**, the protection and preservation of our environment is a fundamental priority for Seminole County, and recycling is a critical component in reducing waste, conserving natural resources, and preventing pollution; and

**WHEREAS**, Seminole County recognizes the importance of raising public awareness about sustainable waste management and the role recycling plays in supporting environmental stewardship and economic growth; and

**WHEREAS**, recycling reduces the amount of waste sent to the Seminole County Landfill, conserves valuable raw materials, saves energy, and supports cleaner air and water in Seminole County and beyond; and

**WHEREAS**, during the 2023-2024 fiscal year, the Seminole County Solid Waste Division of the Environmental Services Department tracked more than 9,600 tons of processed recyclables; and

**WHEREAS**, the cost of processing recyclables has dramatically increased over the past several years, with the cost to process one ton of recyclables rising by nearly 70% since 2019; and

**WHEREAS**, with proper and increased recycling we can add up to 18 years to the life of the Seminole County Landfill; and

**WHEREAS**, Seminole County encourages residents and businesses to learn about and participate correctly in recycling programs, both at home and in the workplace, to reduce environmental impact and help ensure program costs are effectively managed; and

**WHEREAS**, America Recycles Day, observed on November 15, provides an opportunity for residents, local governments, and businesses to recommit to sustainable practices and to educate the community about the benefits of recycling; and

**WHEREAS**, Seminole County commends the efforts of local waste management professionals, community volunteers, and environmental advocates who contribute to the County's recycling efforts and promote best practices in waste reduction; and

**NOW, THEREFORE, BE IT PROCLAIMED** that we, the Board of County Commissioners of Seminole County, Florida, do hereby proclaim November 15, 2024, as

***“AMERICA RECYCLES DAY” IN SEMINOLE COUNTY, FLORIDA***

**ADOPTED** this 12th day of November 2024



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



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1435**

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**Title:**

Approve the Homeless Partnership Agreement FY2024-25 in the amount of \$28,614 for continued support of housing operations in Seminole County and authorize the Chairman to execute the agreement and any amendments. Countywide (**Allison Thall, Community Services Director**)

**Division:**

Community Services - Community Assistance

**Authorized By:**

Allison Thall, Community Services Director

**Contact/Phone Number:**

Carrie Longsworth/407-665-2389

**Background:**

The Homeless Services Network (HSN) of Central Florida is designated by the U.S. Department of Housing and Urban Development as the lead agency on homelessness for our region - including Orange, Osceola and Seminole counties and the cities of Orlando, Kissimmee and Sanford. As the lead agency, HSN coordinates the region's response to homelessness, provides training, recruits landlords for homeless housing, manages a coordinated entry system for all individuals seeking help, tracks data through the Homeless Management Information System, advocates for legislative and policy changes, and applies for and monitors grant funding to all nonprofit partners and governmental partners belonging Continuum of Care FL-507.

Part of the homeless response includes housing operations which encompasses landlord outreach and retention, rental housing inspections, master leasing, and the administration of rental payments to many of Seminole County's homeless population. HSN receives funding for rental subsidies from both the State and Federal government and provides housing operations services for all families and individuals enrolled in one of those housing programs.

To support this effort, continued funding from the jurisdictions is needed. Seminole County has contributed \$28,614 to the housing operations system since 2019. Staff is recommending a renewal of this funding to continue supporting housing operations for FY2024-25.

**Requested Action:**

Staff request the Board approve the Homeless Partnership Agreement FY2024-25 in the amount of \$28,614 for continued support of housing operations in Seminole County and authorize the Chairman to execute the agreement and any amendments.

**SEMINOLE COUNTY AND HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.  
HOMELESSNESS PARTNERSHIP AGREEMENT  
FISCAL YEAR 2024-2025**

**THIS AGREEMENT** is made and entered by and between **SEMINOLE COUNTY**, a Charter County and a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as “COUNTY”, and **HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.**, a Florida Not for Profit corporation, whose principal address is 142 E. Jackson Street, Orlando, Florida 32801, hereinafter referred to as “HSN”.

**W I T N E S S E T H:**

**WHEREAS**, HSN provides permanent supportive housing and social services to Impact Project residents of Seminole County, Florida; and

**WHEREAS**, COUNTY has determined this program and its services provide a COUNTY purpose and has authorized funding for this purpose; and

**WHEREAS**, COUNTY has appropriated funds to assist in furthering this COUNTY purpose,

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

**Section 2. Effective Date and Term.** The Effective Date of this Agreement will be October 1, 2024 and continues through September 30, 2025.



**Section 3. Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days prior written notice delivered to the other party as provided for in this Agreement or, at the option of COUNTY, immediately in the event that HSN fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by HSN after HSN has received notice of termination. Upon termination of this Agreement, HSN must immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided under this Agreement. Any requirements set forth in Sections 7, 8, 11 and 14 under this Agreement will survive the term of this Agreement as a whole and any termination as provided for in this Agreement.

**Section 4. Services.** HSN must use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal Government, or any public or private agency to provide programs and services related to homelessness, including but not limited to, locating individuals experiencing homelessness in Seminole County, recording relevant information via the VI-SPDAT Tool and the Homeless Management Information System (HMIS), and providing Housing Stabilization Case Management services, as described in the Scope of Work attached to this Agreement as Exhibit A and incorporated by reference (the "Scope of Work"). Results of this effort will be reported to COUNTY monthly and, based on the monthly activity reports, the COUNTY's Community Services Director will determine the scope and frequency of on-going services.

**Section 5. Revenue from Other Sources.** HSN must furnish COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by HSN during the term of this Agreement. It is understood that HSN has not previously entered into, and will not enter into, an agreement with any other party, including service recipients

under this Agreement, whereby HSN would be paid for providing the above services except as specified in Section 4 above.

**Section 6. Insurance Requirements.**

(a) Each party must maintain adequate insurance coverage to protect its own interests and obligations under this Agreement. In addition, HSN, at its own cost, must procure the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(b) All specifications noted in this Section are REQUIRED unless waived in writing by COUNTY.

(1) Before commencing work, HSN must furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by Section 6(d) below and including the following as Certificate Holder and Additional Interest:

Seminole County Board of County Commissioners  
Seminole County Services Building  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

The Certificate of Insurance must provide that COUNTY will be allowed not less than thirty (30) days written notice prior to the cancellation, non-renewal, or restriction of coverage, or ten (10) days for non-payment. Until such time as the insurance is no longer required to be maintained by HSN, HSN must provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) Notice of Cancellation, Non-Renewal, or Restriction: A policy must be specifically endorsed to provide COUNTY with written notice as required under Section 6(b)(1) above of cancellation, non-renewal, and restriction.

(3) The certificate must have this Agreement title marked on its face. In lieu of the statement on the Certificate of Insurance, HSN has the option to submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Section.

(4) In addition to providing the Certificate of Insurance, upon request as required by COUNTY, HSN must, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by Section 6(d) below. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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

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

(7) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal must not be included within the policy limits but must remain the responsibility of insurer.

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

(9) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by HSN 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 HSN. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, HSN must promptly provide to COUNTY such additional information as COUNTY may reasonably request, and HSN must remedy any deficiencies in the policies of insurance within ten (10) days.

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

(11) Additional Insured: The Seminole County Board of County Commissioners and its respective officials, officers, and employees must be included as Additional Insureds under General Liability and Umbrella Liability policies.

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

(13) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County Board of County Commissioners and its respective officials, officers, and employees.

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

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulations to conduct business in the State of Florida, or (b) with respect only to the coverage required by Section 6(d)(1) (Workers' Compensation/Employer's Liability), authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period an insurance company is providing the insurance coverage required by this Agreement, an insurance company: 1) loses its Certificate of Authority, 2) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or 3) fails to maintain the Best's Rating and Financial Size Category, HSN must, as soon as HSN has knowledge of any such circumstance, immediately notify COUNTY and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as HSN has replaced the unacceptable insurer with an insurer acceptable to COUNTY, HSN will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of HSN must, at HSN' sole expense, procure, maintain, and keep in force amounts and types of insurance

conforming to the minimum requirements set forth in this Section 6. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of provision of services by HSN and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability (Mandatory-No Exceptions).

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

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

(C) The minimum limits to be maintained by HSN are as specified in Section 6(e)(1).

(2) Commercial General Liability.

(A) HSN's insurance must cover HSN for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage

Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) HSN must maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by HSN must be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in Section 6(d)(2) XCU (Explosion, Collapse, Underground property damage perils) must not be excluded under the General Liability and Umbrella policy.

(C) The insurance must cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office, without restrictive endorsements.

(D) The minimum limits to be maintained by HSN are as specified in Section 6(d)(2).

(E) The Seminole County Board of County Commissioners and its respective officials, officers, and employees are to be included as Additional Insureds. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) HSN's insurance must cover HSN for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO

Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by HSN are as specified in Section 6(e)(3).

(d) Required Limits of Insurance. The minimum amounts of insurance must be as follows:

|     |  |  |
|-----|--|--|
| (1) | <u>Workers' Compensation:</u>              | <u>Statutory</u>                                   |
|     | <u>Employers' Liability</u>                |  |
|     | Each Accident                              | \$500,000  |
|     | Disease-Policy Limit                       | \$500,000  |
|     | Disease-Each Employee                      | \$500,000  |
| (2) | <u>Commercial General Liability:</u>       |  |
|     | General Aggregate                          | Two times (2x) the<br>Each Occurrence Limit        |
|     | Products/Completed Operations<br>Aggregate | \$2,000,000  |
|     | Personal and Advertising Injury            | \$1,000,000  |
|     | Each Occurrence                            | \$1,000,000  |
|     | Employee Dishonesty                        | \$ 50,000  |
|     | Sexual Abuse Liability                     | \$1,000,000  |
|     |  | per Occurrence<br>\$1,000,000<br>General Aggregate |
| (3) | <u>Business Auto Policy:</u>               |  |
|     | Each Occurrence                            | \$1,000,000  |

#### **Section 7. Indemnification.**

(a) HSN will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason or as a result of the following: the loss of any monies paid to HSN resulting out of HSN' fraud, defalcation, dishonesty, or failure of HSN to comply with applicable laws or regulations; or any willful or negligent act or



omission of HSN in the performance of this Agreement or any part of it; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents of the parties, to the extent permitted by law.

(c) COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold HSN harmless for loss, damage, or injury to persons or property, arising out of or resulting from COUNTY's acts or omissions activities described in Section 7(b) above, unless, however, such claim or demand arises out of or results from the negligence of HSN its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time.

(d) HSN expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold COUNTY harmless for loss, damage, or injury to persons or property arising out of or resulting from HSN's acts or omissions activities described in Section 7(b) above, unless, however, such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns.

(e) The principles of comparative negligence apply to loss, damage or injury as specified in subsections (a) and (b) above where the negligence of both HSN and COUNTY and their respective servants, agents, employees, or assigns are involved, subject to any limitations provided for in Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time.

(f) The parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws

of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time.

(g) The waiver of a provision in Section 6 concerning insurance by either party will not constitute the further waiver of Section 6 or the waiver of any other provision of this Agreement.

**Section 8. Billing and Payment.** COUNTY will provide financial assistance to HSN up to a maximum sum of TWENTY-EIGHT THOUSAND SIX HUNDRED FOURTEEN AND NO/100 DOLLARS (\$28,614.00) for all services HSN provides under this Agreement during the term of this Agreement. The approved budget for this Agreement is incorporated in this Agreement as the attached Exhibit B. This sum is payable in twelve (12) monthly installments for the term of this Agreement upon fulfillment of the following conditions:

(a) Receipt by COUNTY of a payment request and timesheet in the format set forth in the Payment Request Form and PSH Timesheet attached to and incorporated in this Agreement as Exhibit C and Exhibit C-1 respectively. This request must only be for services specifically provided for under this Agreement; and

(b) COUNTY's payment to HSN will be made on a monthly basis and is contingent upon HSN's timely submittal of acceptance documentation to COUNTY on or before the 15<sup>th</sup> day of the month.

(c) Verification by COUNTY's Community Assistance Division Homeless Solution Officer that the services for which reimbursement is sought complies with service projections as described in the Scope of Work and that HSN has complied with the reporting requirements contained in this Agreement.

- (d) Payment requests must be sent to:

Homeless Solution Officer  
Seminole County Community Services Department  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, FL 32773

(e) Verification by COUNTY's Community Assistance Homeless Solution Officer that the services for which reimbursement is sought is at or above forty percent (40%) expended by the end of the sixth month of this executed Agreement. HSN's reimbursement expenditures below forty percent (40%) are subject to review, upon which COUNTY has the expressed authority to capture and reallocate remaining funding, provided written notification to HSN within thirty (30) days of intended capture and reallocation.

(f) Seminole County's Community Services Department Project Manager will verify that submitted reports, Exhibit B, Exhibit C, and associated supporting documentation are accurate. If the reports are incorrect, COUNTY staff will make the necessary corrections and return the request for revision(s). HSN has 5 business days to make the revisions and return. If the revisions are not returned within the allotted timeframe, a zero dollar request for payment will be recorded for that month and the HSN will not be reimbursed for that month.

#### **Section 9. Reporting Requirements.**

(a) HSN must submit to COUNTY on a monthly basis a report in the format attached to and incorporated in this Agreement as Exhibit D, Monthly Report, which includes the total number of COUNTY clients contacted, recorded in the HMIS, and for which VI-SPDAT Tool forms were completed, as well as any preapproved office supplies and specialized equipment.

(b) HSN must submit a report in the format attached to this Agreement as Exhibit D to COUNTY by the 15<sup>th</sup> day of each month. Any monthly reports as outlined in this Section or above

(Exhibits C and D) submitted after the 15<sup>th</sup> day of the month will require written justification for the delayed submission.

(c) HSN must submit to COUNTY an Annual Performance Report in the format attached to and incorporated in this Agreement as Exhibit E.

**Section 10. Unavailability of Funds.** If COUNTY learns that funding from the State of Florida or the Federal Government cannot be obtained or continued on a matching basis, as applicable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to HSN as provided in this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by HSN after HSN has received such notice of termination. In the event there are any unused COUNTY funds, HSN must promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

**Section 11. Access to Records.** HSN will allow COUNTY, its duly authorized agent and the public access to such of HSN's records as are pertinent to all services provided under this Agreement at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes (2023), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, 42 U.S.C. §§ 1301d to d-9, 45 C.R.F. §§ 160, 162 and 164, as these statutes and regulations may be amended from time to time.

**Section 12. Audit.** HSN must submit to COUNTY an audit report for the term of this Agreement on or before December 31, 2025, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

**Section 13. Public Records Law.**

(a) HSN acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be amended from time to time, to release public records to members of the public upon request. HSN acknowledges that

COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. Upon COUNTY's request, HSN must provide COUNTY with all requested public records in HSN's possession, or allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes, as this statute may be amended from time to time.

(b) HSN specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2023), as this statute may be amended from time to time, with regard to public records and must:

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

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as this statute may be amended from time to time, or as otherwise provided by law;

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

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

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

(c) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to HSN. HSN may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2023), as this statute may be amended from time to time.

(d) **IF HSN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS THIS STATUTE MAY BE AMENDED FROM TIME TO TIME, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HSN MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY COMMUNITY SERVICES DEPARTMENT DIRECTOR, AT 407-665-2302, ATHALL@SEMINOLECOUNTYFL.GOV, 520 W. LAKE MARY BOULEVARD, SUITE 100, SANFORD, FL 32773.**

**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 person(s) hereinafter designated, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this Section:

**As to COUNTY:**

Director  
Seminole County Community Services Department  
520 W. Lake Mary Boulevard, Suite 100  
Sanford, FL 32773

**As to HSN:**

Martha Are, CEO  
Homeless Services Network of Central Florida, Inc.  
142 E. Jackson Street  
Orlando, FL 32801

**Section 15. Assignments.** Neither party to this Agreement may assign this Agreement or any interest arising under this Agreement without the written consent of the other.

**Section 16. Default.** If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 17, Remedies. Events of Default, include:

(a) If any warranty or representation made by HSN in this Agreement becomes false or misleading in any respect, or if HSN fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information; or

(c) If HSN has failed to perform and complete on time any of its obligations under this Agreement.

**Section 17. Remedies.** If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to HSN and upon HSN's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement in accordance with Section 3, Termination;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend allocation of all or any part of the Funds;

(d) Require that HSN refund to COUNTY any Funds used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

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

(4) require HSN to repay COUNTY for the amount of costs incurred for any items determined to be ineligible, or

(f) COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by HSN, 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 HSN.

#### **Section 18. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement including all Exhibits, which supersedes all oral agreements, negotiations, and



previous agreements between the parties relating to the subject matter of this Agreement. Exhibits A, B, C, C-1, D, and E to this Agreement are hereby incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

**Section 19. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, HSN must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to HSN as provided above.

**Section 20. Disclaimer of Third Party Beneficiaries.** This Agreement is made for the sole benefit of the parties to this Agreement and their respective successors and assigns and is not intended to and will not benefit any third party. No third party has any rights under or as a result of this Agreement or any right to enforce any provisions of this Agreement.

**Section 21. Governing Law.** The laws of the State of Florida and the ordinances, resolutions, and policies of COUNTY not prohibited under Federal or State law govern the validity, enforcement, and interpretation of this Agreement. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to actions arising under State law and the United States District Court for the Middle District of Florida, Orlando Division, as to actions arising under Federal law.

**Section 22. Interpretation.** HSN and COUNTY agree that all words, terms, and conditions contained in this Agreement are to be read in concert, each with the other, and that a

provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

**Section 23. Equal Opportunity.** HSN will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability. HSN will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

**Section 24. Severability.** If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

**Section 25. 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 26. 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 27. Independent Contractor.** It is agreed that nothing contained in this Agreement is intended or may be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting HSN, including its officers, employees, and agents, the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. The parties are to be and will remain independent contractors with respect to all matters pertinent to this Agreement.

## **Section 28. Conflict of Interest.**

(a) Each party agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2023), as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2023), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other party pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any State or Federal agency.

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

**Section 29. Employee Status.** Persons employed by HSN in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of HSN, nor do these employees have any claims to pensions,

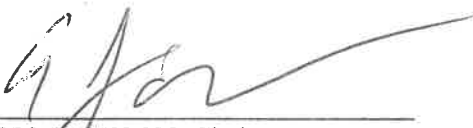
workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to HSN's officers and employees either by operation of law or by HSN.

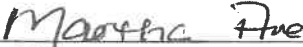
**Section 30. Parties Bound.** This Agreement is binding upon and inures to the benefit of HSN and COUNTY, and their successors and assigns.

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

ATTEST:

HOMELESS SERVICES NETWORK OF  
CENTRAL FLORIDA, INC.

  
\_\_\_\_\_  
ERIC JACKSON, Chairman

By: \_\_\_\_\_  
MARTHA ARE, CEO

(CORPORATE SEAL)

Date: 10/4/24

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ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Payment Request
- Exhibit C-1 – PSH Timesheet
- Exhibit D – Monthly Report
- Exhibit E – Annual Performance Report



RM/BP  
10/3/24

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## EXHIBIT A

### SCOPE OF SERVICES

#### SERVICES TO BE RENDERED BY PROVIDER

The Homeless Services Network will provide housing operations services for homeless Seminole County residents. One unit of service will be reimbursed at the rate of \$28.84/unit or \$7.21/quarter unit. The Homeless Services Network's Housing Operations Team will:

1. Cultivate new landlord relationships and opportunities for housing in the tri-County region with a primary focus of Seminole County housing options;
  - a. This includes outreaching to potential new landlords and maintaining relationships with those the HOP's Team is currently working with. The goal is to develop new landlord partnerships, preserve current relationships, and to identify at least five new units in Seminole County per month.
2. Work with Case Managers to ensure housing needs and preferences for clients are met when possible;
  - a. HOPs will maintain active housing opportunities tracker (HOT) online of all potential leads sortable by county, neighborhood, accessibility, unit size, tenant background requirements, and cost.
  - b. HOPs will host regular virtual office hours to answer questions, strategize around high-barrier participant challenges and discuss upcoming housing opportunities.
  - c. HOPs will be available for one-on-one housing acquisition problem-solving sessions directly with program managers and case managers.
3. Vet potential housing leads provided by Case Managers, Housing Specialists, and clients and follow-up on leads timely;
  - a. Complete initial follow-up for 100% of housing leads identified for a Client within two (2) business days of initial receipt of completed Housing Lead Form by Case Manager.
  - b. Notify client's Case Manager of HOP's Team determination regarding suitability and availability of 100% of the identified units within two (2) business days of initial receipt of the Housing Lead Form.
4. Negotiate rental charges to ensure the units are both affordable and follow Fair Market Rent rates;
5. Conduct Housing Quality Standards (HQS) inspections for units paired with rental subsidies;
  - a. Inspect 100% of matched units for which a rental application has been approved to ensure that Housing Quality Standards (HQS) are met, with at least 90% of such units inspected within three (3) business days of notification of application approval and case manager submission of inspection request. Time allotted to complete the inspection will be delayed for any period during which either the landlord/property manager or the unit are unavailable to HOP's Team, not to exceed 10 business days.
  - b. For 100% of units passing HQS inspection, complete associated paperwork and provide clearance to client for move-in within one (1) business day of a passed inspection.

- c. For at least 100% of units not passing inspection for which HOP's Team determines that passage may ultimately be possible, re-inspect the unit within two (2) business days of notification by landlord/property manager that any deficiencies identified during the prior inspection have been remedied.
6. Act as the liaison between the client/Case Manager and landlord;
    - a. For 100% of housed Clients, promptly respond to, intervene in, and resolve relevant issues and concerns raised by landlords, Case Managers, and clients necessary to ensure housing stability and retention. The types of issues and concern to be addressed include, but may not be limited to, lease-related questions and potential violations, tenant-related incidents, maintenance and damage issues, and unit turnovers and transfers. The response time should not exceed two (2) business days.
    - b. Upon notification 100% of all payment related issues raised by landlords, Case Managers, or clients will be escalated and receive response within one (1) business day. All payment issues will be deemed a priority with a goal to remedy within three (3) business days.
  7. Communication in Support of Positive Housing Outcomes:
    - a. Ensure continuous access to HOP's Team through ongoing monitoring by and ongoing responses to landlords and case managers through [HLT@hsncfl.org](mailto:HLT@hsncfl.org) and other agreed upon communication modalities.
    - b. HSN will develop virtual resolution ticketing system by 9/30/2024 to improve responsiveness and tracking.

## **PERFORMANCE MEASUREMENTS**

The Homeless Services Network Housing Operations Team will adhere to the following performance measurements:

- Dedicate 4 days (32 hours) per month in dedicated Seminole County landlord cultivation and recruitment with a goal of identifying maintaining greater than 10 Units available at all times.
- Track all leads provided by Seminole County clients
- Follow up on all submitted housing leads within two (2) business days
- Complete HQS inspections monthly within three (3) business days of request
- Outreach to a minimum of 25 new landlords per year
- Develop at least 2 new landlord partnerships per quarter
- Report and monitor all payment issues and complaints from landlords, Case Managers, and clients for Seminole County projects (Report per unit not landlord)
- HOPs will report all payment related issues to HSN fiscal administration immediately upon notification, and follow up with landlord within one (1) business day via phone and/or email.
- Provide length of time from project entry to housed for each client for tracking purposes

**EXHIBIT B**  
**PROJECT BUDGET**  
**HOMELESSNESS PARTNERSHIP AGREEMENT**  
**HOUSING LOCATION SERVICES**

**SUBRECIPIENT:** Homeless Services Network of Central Florida

**PROGRAM NAME:** Housing Location Services

| Activity                  | Budget       |
|---------------------------|--------------|
| Housing Location Services | \$ 25,752.00 |
| Administrative Costs      | \$ 2,862.00  |
|                           |              |
| Total                     | \$ 28,614.00 |



**EXHIBIT C  
REQUEST FOR PAYMENT**

**SUBRECIPIENT:** Homeless Services Network of Central Florida

**PROGRAM NAME:** Housing Location Services for Seminole County

**FOR THE MONTH  
& YEAR OF** \_\_\_\_\_ **REQUEST NUMBER:** \_\_\_\_\_

**FINANCIAL STATUS REPORT:**

| <b>BUDGET<br/>CATEGORIES</b> | <b>TOTAL<br/>APPROVED<br/>BUDGET</b> | <b>Previous<br/>Payments</b> | <b>Amount of<br/>this Request</b> | <b>Payments<br/>Made to Date</b> | <b>REMAINING<br/>BALANCE</b> |
|------------------------------|--------------------------------------|------------------------------|-----------------------------------|----------------------------------|------------------------------|
| Housing Location<br>Services | \$25,752.00                          |                              |                                   |                                  |                              |
| Administration               | \$2,862.00                           |                              |                                   |                                  |                              |
| <b>TOTAL</b>                 | <b>\$28,614.00</b>                   |                              |                                   |                                  |                              |

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

**Documentation substantiating expenditures must be attached.**

Executive Director Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Community Assistance  
Date Received**

# EXHIBIT C-1

## TIMESHEET

| WEEK ONE<br>WORK<br>ACTIVITY   | Unit Cost:<br>\$28.84/hr or<br>\$7.21/quarter<br>hr   |     |     |     |     |     |     |     | Total |
|--------------------------------|---|-----|-----|-----|-----|-----|-----|-----|-------|
|                                |   | Sun | Mon | Tue | Wed | Thu | Fri | Sat |       |
| Seminole                       |   |     |     |     |     |     |     |     | 0.00  |
| OTHER                          |   |     |     |     |     |     |     |     | 0.00  |
| TOTAL                          |   |     |     |     |     |     |     |     | 0.00  |
| WEEK TWO<br>WORK<br>ACTIVITY   | Units are<br>tracked in<br>quarter hour<br>increments |     |     |     |     |     |     |     | Total |
|                                |   | Sun | Mon | Tue | Wed | Thu | Fri | Sat |       |
| Seminole                       |   |     |     |     |     |     |     |     | 0.00  |
| OTHER                          |   |     |     |     |     |     |     |     | 0.00  |
| TOTAL                          |   |     |     |     |     |     |     |     | 0.00  |
| WEEK THREE<br>WORK<br>ACTIVITY |   |     |     |     |     |     |     |     | Total |
|                                |   | Sun | Mon | Tue | Wed | Thu | Fri | Sat |       |
| Seminole                       |   |     |     |     |     |     |     |     | 0.00  |
| OTHER                          |   |     |     |     |     |     |     |     | 0.00  |
| TOTAL                          |   |     |     |     |     |     |     |     | 0.00  |
| WEEK FOUR<br>WORK<br>ACTIVITY  |   |     |     |     |     |     |     |     | Total |
|                                |   | Sun | Mon | Tue | Wed | Thu | Fri | Sat |       |
| Seminole                       |   |     |     |     |     |     |     |     | 0.00  |
| OTHER                          |   |     |     |     |     |     |     |     | 0.00  |
| TOTAL                          |   |     |     |     |     |     |     |     | 0.00  |
| WEEK FIVE<br>WORK<br>ACTIVITY  |   |     |     |     |     |     |     |     | Total |
|                                |   | Sun | Mon | Tue | Wed | Thu | Fri | Sat |       |
| Seminole                       |   |     |     |     |     |     |     |     | 0.00  |
| OTHER                          |   |     |     |     |     |     |     |     | 0.00  |
| TOTAL                          |   |     |     |     |     |     |     |     | 0.00  |

INCLUDE WITH THE MONTHLY REQUEST FOR PAYMENT NO LATER THAN THE 15  
DAYS FOLLOWING MONTH-END.

EMPLOYEE'S SIGNATURE

SUPERVISOR SIGNATURE

**EXHIBIT D**

**PROGRAM PERFORMANCE REPORT**

SUBRECIPIENT: Homeless Services Network of Central Florida

PROGRAM: Housing Location Services for Seminole County

REPORT PERIOD \_\_\_\_\_ THROUGH \_\_\_\_\_

PERCENTAGE OF CONTRACT COMPLETED: \_\_\_\_\_ %

**I. STATUS REPORT ON GOALS AND OBJECTIVES:**

| Type of Service Provided  | Units of Service Provided During Reporting Month | Previous Units Provided | Total Units Year to Date |
|---|--|-------------------------|--------------------------|
| New housing units identified in Seminole  |  |                         |                          |
| How many Seminole County units added to Housing Opportunity Tracker               |  |                         |                          |
| Number of HQS Inspections completed within 3 days of request for all new move-ins |  |                         |                          |
| Number of new landlords contacted   |  |                         |                          |
| Number of new landlord partnerships   |  |                         |                          |
| Number of new Seminole County clients/ families housed                            |  |                         |                          |
| Number of clients housed within 60 days   |  |                         |                          |
| Number of Seminole County clients re-housed                                       |  |                         |                          |
| Number of Seminole County payments made   |  |                         |                          |
| Number of payment issues brought by landlord and staff (report per unit)          |  |                         |                          |
| Number of payment issues resolved within 3 business days                          |  |                         |                          |
|   |  |                         |                          |

**II. AVERAGE LENGTH OF TIME FROM PROJECT ENTRY TO HOUSED:**

PSH: \_\_\_\_\_ RRH: \_\_\_\_\_

**Homeless Services Network  
Impact Homelessness Initiative – Subrecipient Agreement 2024-2025**

AVERAGE LENGTH OF TIME FOR FOLLOW UP OIN HOUSING LEADS:

PSH: \_\_\_\_\_

RRH: \_\_\_\_\_

III. ACCOMPLISHMENTS:

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IV. PROBLEMS:

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**EXHIBIT E**  
**ANNUAL PERFORMANCE REPORT**  
**IMPACT PROJECT – HSN**  
**2023-2024**

**SUBRECIPIENT:** Homeless Services Network

**PROGRAM:** Housing Location

**REPORTING PERIOD:** 10/01/2024 – 9/30/2025

**I. Status of Performance Measures:**

| Performance Measures   | ANNUAL<br>PROGRAM<br>GOAL | TOTAL<br>NUMBER<br>ACHEIVED | % OF GOAL<br>ACHIEVED |
|--|---------------------------|-----------------------------|-----------------------|
|  |                           |                             |                       |
| Number of HQS inspections provided within 3 business days of request | 100%                      |                             |                       |
| Number of new landlords contacted                                    | 25                        |                             |                       |
| Number of new Seminole County landlord partnerships                  | 8                         |                             |                       |
|  |                           |                             |                       |
| Number of payments made  |                           |                             |                       |
| How many payment issues were brought to you by landlord and staff    |                           |                             |                       |
| How many payment issues were resolved within 3 business days         |                           |                             |                       |

**II. Length of Time from Project Entry to Housed**

| 30 + days | 60 + days | 90 + days | 120+ days | Remain<br>unhoused |
|-----------|-----------|-----------|-----------|--------------------|
|           |           |           |           |                    |

I



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1436**

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**Title:**

Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Coastal Waste & Recycling of Central Florida, LLC and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025. Countywide (**Kim Ornberg, Environmental Services Director**)

**Division:**

Environmental Services - Solid Waste Management

**Authorized By:**

Kim Ornberg, Environmental Services Director

**Contact/Phone Number:**

Oliver Bond/407-665-2253

**Background:**

Firms providing commercial solid waste collection services in unincorporated Seminole County are required to have a Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for each fiscal year. Staff is recommending renewal of this Certificate for a period of one (1) year. The renewal is for the period from October 1, 2024 to September 30, 2025. The firm submitted a timely franchise renewal application and appropriate application fees. The above-listed firm provided complete and satisfactory commercial franchise agreement renewal information, including insurance documentation, to the County.

Concurrently with this renewal certificate, the County and this provider are entering into a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service, as the renewals allowed under the existing Non-Exclusive Franchise Agreement have expired or are about to expire.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a new Non-

Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Coastal Waste & Recycling of Central Florida, LLC and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025

**COASTAL WASTE & RECYCLING OF CENTRAL  
FLORIDA, LLC**



ENVIRONMENTAL SERVICES DEPARTMENT  
SOLID WASTE MANAGEMENT DIVISION



**Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate**

LET IT BE KNOWN, the holder of this Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate ("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 proper 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 Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate.

Company Name: Coastal Waste & Recycling of Central Florida, LLC

Street Address: 481 Thorpe Road

City, State & Zip: Orlando, FL 32824

Type of Operation: Commercial Garbage

This Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate is valid from October 1, 2024 through September 30, 2025, and is applicable to the named company Coastal Waste & Recycling of Florida for the collection of Commercial Collection Service in the unincorporated Seminole County only.

ATTEST:

Board of County Commissioners  
Seminole County, Florida

Grant Maloy

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

By: \_\_\_\_\_

Jay Zembower, Chairman

Date: \_\_\_\_\_

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



**Exhibit "C"**  
**Seminole County**  
**Non-Exclusive Commercial Franchise Holder**  
**Application/Annual Renewal and Update Form**

*Contractor (as listed with Florida Department of State Division of Corporations)*

October 1, 2024 - September 30, 2025

*Years of Service*

The following items are required to process the *Application/Annual Renewal and Update Form*.  
 Complete all items below, and attach additional sheets if necessary.

Date: 09/13/2024

Company Name: Coastal Waste & Recycling of Central Florida, LLC.

Company Address: 481 Thorpe Road

City, State, and Zip Code: Orlando, FL 32824

Designated Agent Name: Brendon J. Pantano

Local Telephone Number: 407-905-9200

Fax Number: \_\_\_\_\_

Email Address: waterlander@coastalwasteinc.com | cwrlicenses@coastalwasteinc.com

The Contractor shall provide the County with the following: ( ☒ upon completion)

1. ☒ Completed, Signed, and Notarized Form – Exhibit "C"
2. ☒ Vehicle Equipment List – Include the following information for each truck: (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number).
3. ☒ Collection Equipment List – Include the following information for each container: (Type, Size, and Identification Number).
4. ☒ Certificate of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

5. ☒ Application/Annual Renewal fee (\$100.00)
6. ☒ Per Vehicle Fee (\$20.00) – Decals will be issued for each vehicle: (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County).

**Statement of Certification:**

I certified that Coastal Waste & Recycling of Central Florida, LLC. will abide by the terms and conditions of the Agreement.

Brendon J. Pantano

Designated Agent – Print Name

[Signature]

09/13/2024

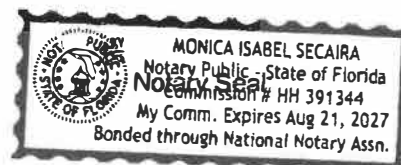
Designated Agent - Signature      Date

State of Florida  
 County of Palm Beach

Acknowledged this 13<sup>th</sup> day of September Month, 2024

Signature of Notary Public, State of Florida

☒ Personally Known to Me  
☐ Produced Identification



**AFFIDAVIT OF CORPORATE  
IDENTITY/AUTHORITY**

STATE OF Florida

COUNTY OF Palm Beach

**COMES NOW,** Brendon J. Pantano, being first duly sworn,  
who deposes and says:

(1) That he/she is the President & CEO, an officer  
of Coastal Waste & Recycling of Central Florida, LLC. corporation existing  
under the laws of the State of Florida;

(2) That he/she is authorized to execute the Non-Exclusive Franchise  
Agreement on behalf of the above named corporation; and

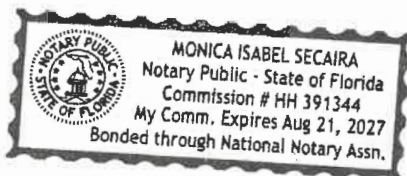
(3) That this Affidavit is made to induce Seminole County to issue a  
Non-Exclusive Franchise Agreement for commercial solid waste collection  
services to the above-named corporation.

**FURTHER AFFIANT SAYETH NAUGHT**

TS JPD

Brendon J. Pantano, Affiant

The following Affidavit was signed, acknowledged and sworn to by \_\_\_\_\_  
Brendon J. Pantano before me this 13th day of September, 2024.



[Signature]  
Notary Public, State of Florida

My commission expires: 08/21/27



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

---

**File Number: 2024-1434**

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**Title:**

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Hubbard Construction Company D/B/A Mid-Florida Materials effective from October 1, 2024 to September 30, 2029. Countywide **(Kim Ornberg, Environmental Services Director)**

**Division:**

Environmental Services - Solid Waste Management

**Authorized By:**

Kim Ornberg, Environmental Services Director

**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. Hubbard Construction Company D/B/A Mid-Florida Materials 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 collection services in unincorporated areas of the County. This firm is requesting a COPCN for October 1, 2024 through September 30, 2029. 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. However, these firms are required to obtain COPCNs from the County.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Certificate

of Public Convenience and Necessity for Hubbard Construction Company D/B/A Mid-Florida Materials effective from October 1, 2024 to September 30, 2029.

**HUBBARD CONSTRUCTION COMPANY  
D/B/A MID-FLORIDA MATERIALS**

**ENVIRONMENTAL SERVICES DEPARTMENT**

**SOLID WASTE MANAGEMENT DIVISION**



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: Hubbard Construction DBA Mid-Florida Materials

Street Address: P O Box 547217

City, State & Zip: Orlando, FL 32854

Type of Operation: Construction & Demolition Debris

This Certificate of Public Convenience and Necessity is valid from October 01, 2024 through September 30, 2029, unless earlier terminated as provided hereinabove, and applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners  
Seminole County, Florida

Grant Maloy

By: \_\_\_\_\_

Jay Zembower, Chairman

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

Date: \_\_\_\_\_

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

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

County Attorney

**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, 2024 to September 30, 2029*

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](mailto:emontgomery@seminolecountyfl.gov).

Date: 9/16/2024

Company Name: Hubbard Construction Company DBA Mid-Florida Materials  
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Mailing Address: P.O. Box 547217

City: Orlando State: Florida Zip: 32854  
Site  
Street Address: 1936 Lee Road, Suite#300

City: Winter Park State: Florida Zip: 32789

Contact Person: Mike Stacey Phone: 321-303-2852 C FAX \_\_\_\_\_

Email Address: Mike.Stacey@hubbard.com


Owner/Stockholders/5% or more: Vinci Construction USA, Inc. - 100%

List Prior Companies & Forms of Business: \_\_\_\_\_  
\_\_\_\_\_

|   |                            |
|---|----------------------------|
| Person responsible for quarterly reports: <u>Amanda Stacy</u> | Phone: <u>407-623-3826</u> |
| Email Address: <u>Amanda.Stacy@hubbard.com</u>                |                            |

**Statement of Capability and Financial Responsibility**

I certify that Hubbard Construction Company DBA Mid-Florida Materials is capable of performing the service(s) applied for and is Financially Responsible.

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Dirk D. Story  
Print Name above



Seminole County  
Certificate of Public Convenience and Necessity  
**TYPE OF OPERATION**

Company Name: Hubbard Construction Company DBA Mid-Florida Materials

*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:**

- ☐ Newspaper  
☐ Glass  
☐ Aluminum Cans  
☐ Plastic Bottles  
☐ Steel Cans  
☐ Other Plastics  
☒ Ferrous Metals  
☒ Non-Ferrous Metals  
☒ Corrugated Cardboard  
☐ 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?**

Mid-Florida Materials Locations:

Class III Landfill: 3602 Golden Gem Road, Plymouth FL 32712 (Orange County)

C&D Landfill: 3300 SR-46 Mount Dora, FL 32757 (Lake County)

Materials Recycling Facility: 320 Enterprise Street, Ocoee FL 34761 (Orange County)

**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: Hubbard Construction Company DBA Mid-Florida Materials

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: 9/16/24  
Signature

Print Name: Dirk D. Story  
Officer of Corporation/Print Name

Notary:  Date: 9/16/24  
Signature

Print Name: Amanda Stacy  
Notary/Print Name

Commission Expires: 5/22/27

Notary Stamp:



Seminole County  
Certificate of Public Convenience and Necessity  
**AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY**

STATE OF FLORIDA  
COUNTY OF ORANGE

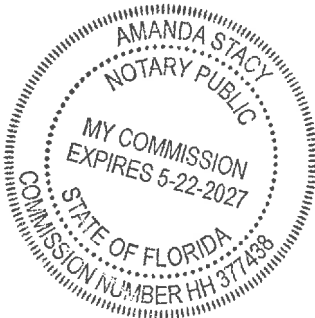
**COMES NOW,** Dirk D. Story, being first duly sworn, who deposes and says:

- (1) That he/she is the Assistant Secretary, an officer  
of Hubbard Construction Company DBA Mid-Florida Materials 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 Dirk D. Story  
before me this 16 day of Sept, 2024



  
Notary Public, State of Florida (Signature)

Amanda Stacy  
Print Name (above)

My commission expires: 5/22/27



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

---

**File Number: 2024-1486**

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**Title:**

Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with JJ's Waste & Recycling, LLC and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025. Countywide (**Kim Ornberg, Environmental Services Director**)

**Division:**

Environmental Services - Solid Waste Management

**Authorized By:**

Kim Ornberg, Environmental Services Director

**Contact/Phone Number:**

Oliver Bond/407-665-2253

**Background:**

Firms providing commercial solid waste collection services in unincorporated Seminole County are required to have a Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for each fiscal year. Staff is recommending renewal of this Certificate for a period of one (1) year. The renewal is for the period from October 1, 2024 to September 30, 2025. The firm submitted a timely franchise renewal application and appropriate application fees. The above-listed firm provided complete and satisfactory commercial franchise agreement renewal information, including insurance documentation, to the County.

Concurrently with this renewal certificate, County and this provider are entering into a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service as the renewals allowed under the existing Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service have expired or are about to expire.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a new Non-

Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with JJ's Waste & Recycling, LLC and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025

# **JJ'S WASTE & RECYCLING, LLC**

ENVIRONMENTAL SERVICES DEPARTMENT  
SOLID WASTE MANAGEMENT DIVISION



**Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate**

LET IT BE KNOWN, the holder of this Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate ("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 proper 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 Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate.

Company Name: JJ's Waste & Recycling, LLC

Street Address: 3905 El Rey Road

City, State & Zip: Orlando, FL 32808

Type of Operation: Commercial Garbage

This Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate is valid from October 1, 2024 through September 30, 2025, and is applicable to the named company JJ's Waste & Recycling for the collection of Commercial Collection Service in the unincorporated Seminole County only.

ATTEST:

Board of County Commissioners  
Seminole County, Florida

Grant Maloy

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

By: Jay Zembower, Chairman

Date: \_\_\_\_\_

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



**Exhibit "C"**  
**Seminole County**  
**Non-Exclusive Commercial Franchise Holder**  
**Application/Annual Renewal and Update Form**

*Contractor has listed with Florida Department of State Division of Corporations*

October 1, 2024 - September 30, 2025

*Years of Service*

The following items are required to process the *Application/Annual Renewal and Update Form*.  
 Complete all items below, and attach additional sheets if necessary

Date: 10/17/2024

Company Name: JJ's Waste & Recycling LLC

Company Address: 3905 El Rey Rd

City, State, and Zip Code: Orlando FL, 32808

Designated Agent Name: Darrell Corbett

Local Telephone Number: 407-298-3932

Fax Number: \_\_\_\_\_

Email Address: Darrell.Corbett@jjswaste.com

The Contractor shall provide the County with the following: ( ☒ upon completion )

1. ☒ Completed, Signed, and Notarized Form – Exhibit "C"
2. ☒ Vehicle Equipment List – Include the following information for each truck: (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number).
3. ☒ Collection Equipment List – Include the following information for each container: (Type, Size, and Identification Number).
4. ☒ Certificate of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

5. ☒ Application/Annual Renewal fee (\$100.00)
6. ☒ Per Vehicle Fee (\$20.00) – Decals will be issued for each vehicle: (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County)

**Statement of Certification:**

I certified that JJ's Waste & Recycling LLC will abide by the terms and conditions of the Agreement.

Darrell Corbett

Designated Agent – Print Name

[Signature]

Designated Agent - Signature      Date

State of FLORIDA

County of ORANGE

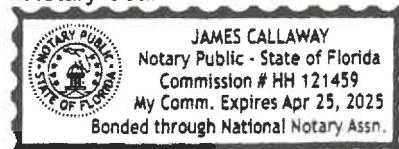
Acknowledged this 17th day of October Month, 20 24

[Signature]

Signature of Notary Public, State of Florida

- ☒ Personally Known to Me  
☐ Produced Identification

**Notary Seal**





**AFFIDAVIT OF CORPORATE  
IDENTITY/AUTHORITY**

STATE OF Florida  
COUNTY OF Orange

**COMES NOW,** Darrell Corbett, being first duly sworn,  
who deposes and says:

(1) That he/she is the Vice President, an officer  
of JJ's Waste & Recycling LLC corporation existing  
under the laws of the State of Florida ;


(2) That he/she is authorized to execute the Non-Exclusive Franchise  
Agreement on behalf of the above named corporation; and

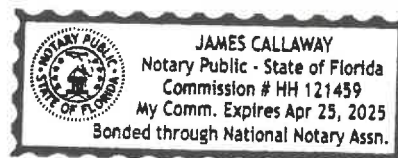
(3) That this Affidavit is made to induce Seminole County to issue a  
Non-Exclusive Franchise Agreement for commercial solid waste collection  
services to the above-named corporation.

**FURTHER AFFIANT SAYETH NAUGHT**

JJ's Waste & Recycling LLC  
  
Darrell Corbett, Affiant

The following Affidavit was signed, acknowledged and sworn to by \_\_\_\_\_  
Darrell Corbett before me this 17th day of October, 2024.

  
Notary Public, State of Florida  
My commission expires: Apr 25, 2025





# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1485**

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### **Title:**

Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Container Rental Company, Inc. and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024, to September 30, 2025. Countywide (**Kim Ornberg, Environmental Services Director**)

### **Division:**

Environmental Services - Solid Waste Management

### **Authorized By:**

Kim Ornberg, Environmental Services Director

### **Contact/Phone Number:**

Oliver Bond/407-665-2253

### **Background:**

Firms providing commercial solid waste collection services in unincorporated Seminole County are required to have a Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for each fiscal year. Staff is recommending renewal of this Certificate for a period of one (1) year. The renewal is for the period from October 1, 2024 to September 30, 2025. The firm submitted a timely franchise renewal application and appropriate application fees. The above-listed firm provided complete and satisfactory commercial franchise agreement renewal information, including insurance documentation, to the County.

Concurrently with this renewal certificate, County and this provider are entering into a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service as the renewals allowed under the existing Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service have expired or are about to expire.

### **Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a new Non-

Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Container Rental Company, Inc. and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025

## **CONTAINER RENTAL COMPANY, INC**

ENVIRONMENTAL SERVICES DEPARTMENT  
SOLID WASTE MANAGEMENT DIVISION



**Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate**

LET IT BE KNOWN, the holder of this Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate ("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 proper 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 Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate.

Company Name: Container Rental Company, Inc

Street Address: 2715 Staten Ave

City, State & Zip: Orlando, FL 32804

Type of Operation: Commercial Garbage

This Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate is valid from October 1, 2024 through September 30, 2025 and is applicable to the named company Container Rental for the collection of Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners  
Seminole County, Florida

Grant Maloy

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

By: Jay Zembower, Chairman

Date: \_\_\_\_\_

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



Exhibit "C"  
Seminole County  
Non-Exclusive Commercial Franchise Holder  
Application/Annual Renewal and Update Form

Contractor (as listed with Florida Department of State Division of Corporations)

October 1, 2024 - September 30, 2025

Years of Service

The following items are required to process the Application/Annual Renewal and Update Form.  
Complete all items below, and attach additional sheets if necessary.

Date: 09/16/2024

Company Name: Container Rental Company, Inc

Company Address: 2715 Staten Ave

City, State, and Zip Code: Orlando, FL 32804

Designated Agent Name: Sarah Smalley

Local Telephone Number: 407-298-8555

Fax Number: 407-295-5956

Email Address: sarah@orlandowastepaper.com

The Contractor shall provide the County with the following: ( ☒ upon completion)

1. ☒ Completed, Signed, and Notarized Form – Exhibit "C"
2. ☒ Vehicle Equipment List – Include the following information for each truck: (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number).
3. ☒ Collection Equipment List – Include the following information for each container: (Type, Size, and Identification Number).
4. ☒ Certificate of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

5. ☒ Application/Annual Renewal fee (\$100.00)
6. ☒ Per Vehicle Fee (\$20.00) – Decals will be issued for each vehicle: (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County).

Statement of Certification:

I certified that Container Rental Company, Inc will abide by the terms and conditions of the Agreement.

Sarah Smalley

Designated Agent – Print Name

Sarah Smalley

9.16.24

Designated Agent - Signature Date

State of  
County  
of

Florida  
Orange

Acknowledged this 17th day of September, Month,

20 24

Nancy M. McBride  
Signature of Notary Public, State of Florida



☒ Personally Known to Me  
☐ Produced Identification



Notary Seal  
Nancy M. McBride  
Notary Public  
State of Florida  
Comm# HH502949  
Expires 6/26/2028

**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 Container Rental Company, Inc corporation existing  
under the laws of the State of Florida;

(2) That he/she is authorized to execute the Non-Exclusive Franchise  
Agreement on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a  
Non-Exclusive Franchise Agreement for commercial solid waste collection  
services to the above-named corporation.

**FURTHER AFFIANT SAYETH NAUGHT**

Jerry Allen  
\_\_\_\_\_, Affiant

The following Affidavit was signed, acknowledged and sworn to by \_\_\_\_\_

Jerry Allen before me this 14<sup>th</sup> day of September, 2024

Nancy M. McBride  
Notary Public, State of Florida

My commission expires: 6/26/28



Nancy M. McBride  
Notary Public  
State of Florida  
Comm# HH502949  
Expires 6/26/2028



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1484**

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### **Title:**

Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Republic Services of Florida, LP and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025. Countywide (**Kim Ornberg, Environmental Services Director**)

### **Division:**

Environmental Services - Solid Waste Management

### **Authorized By:**

Kim Ornberg, Environmental Services Director

### **Contact/Phone Number:**

Oliver Bond/407-665-2253

### **Background:**

Firms providing commercial solid waste collection services in unincorporated Seminole County are required to have a Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for each fiscal year. Staff is recommending renewal of this Certificate for a period of one (1) year. The renewal is for the period from October 1, 2024 to September 30, 2025. The firm submitted a timely franchise renewal application and appropriate application fees. The above-listed firm provided complete and satisfactory commercial franchise agreement renewal information, including insurance documentation, to the County.

Concurrently with this renewal certificate, County and this provider are entering into a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service as the renewals allowed under the existing Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service have expired or are about to expire.

### **Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a new Non-



Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Republic Services of Florida, LP and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025

## **REPUBLIC SERVICES OF FLORIDA, LP**

ENVIRONMENTAL SERVICES DEPARTMENT  
SOLID WASTE MANAGEMENT DIVISION



**Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate**

LET IT BE KNOWN, the holder of this Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate ("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 proper 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 Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate.

Company Name: Republic Services of Florida, LP

Street Address: 11255 Rocket Blvd

City, State & Zip: Orlando, FL 32824

Type of Operation: Garbage

This Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate is valid from October 1, 2024 through September 30, 2025 and is applicable to the named company Container Rental for the collection of Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners  
Seminole County, Florida

Grant Maloy

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

By: Jay Zembower, Chairman

Date: \_\_\_\_\_

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



**Exhibit "C"**  
**Seminole County**  
**Non-Exclusive Commercial Franchise Holder**  
**Application/Annual Renewal and Update Form**

**Republic Services of Florida, LP**

*Contractor (as listed with Florida Department of State Division of Corporations)*

October 1, 2024 - September 30, 2025

*Years of Service*

The following items are required to process the *Application/Annual Renewal and Update Form*.  
 Complete all items below, and attach additional sheets if necessary.

Date: 09-20-2025  
 Company Name: Republic Services of Florida, LP  
 Company Address: 11255 Rocket Blvd  
 City, State, and Zip Code: Orlando, Florida 32824  
 Designated Agent Name: Fulton Smith  
 Local Telephone Number: 407-850-7414 Fax Number: 407 296 2758  
 Email Address: FSmith@republicservices.com

The Contractor shall provide the County with the following: ( ☒ upon completion)

1. ☒ Completed, Signed, and Notarized Form – Exhibit "C"
2. ☒ Vehicle Equipment List – Include the following information for each truck: (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number).
3. ☒ Collection Equipment List – Include the following information for each container: (Type, Size, and Identification Number).
4. ☒ Certificate of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

5. ☒ Application/Annual Renewal fee (\$100.00)
6. ☒ Per Vehicle Fee (\$20.00) – Decals will be issued for each vehicle: (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County).

**Statement of Certification:**

I certified that Republic Services of Florida, LP will abide by the terms and conditions of the Agreement.

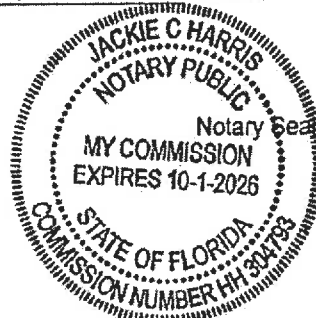
Fulton Smith  
 Designated Agent – Print Name  
*Fulton Smith* 09-20-2024  
 Designated Agent - Signature Date

State of Florida  
 County of Orange

Acknowledged this 20th day of September Month, 20 24

*[Signature]*  
 Signature of Notary Public, State of Florida

- ☒ Personally Known to Me  
☐ Produced Identification



**AFFIDAVIT OF CORPORATE  
IDENTITY/AUTHORITY**

STATE OF Florida  
COUNTY OF Orange


**COMES NOW,** Fulton Smith, being first duly sworn,  
who deposes and says:

(1) That he/she is the General Manager, an officer  
of Republic Services of Florida, LP corporation existing  
under the laws of the State of Florida;

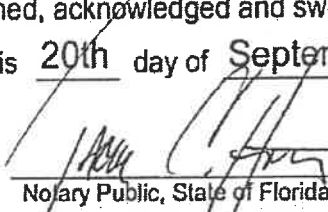
(2) That he/she is authorized to execute the Non-Exclusive Franchise  
Agreement on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a  
Non-Exclusive Franchise Agreement for commercial solid waste collection  
services to the above-named corporation.

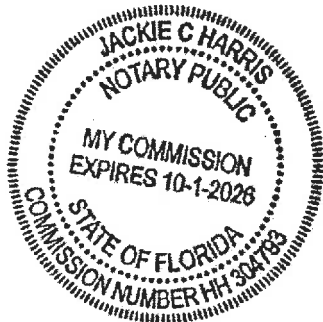
**FURTHER AFFIANT SAYETH NAUGHT**

  
Fulton Smith, Affiant

The following Affidavit was signed, acknowledged and sworn to by \_\_\_\_\_  
Fulton Smith before me this 20th day of September, 2024

  
Notary Public, State of Florida

My commission expires: 10-1-2026





# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1482**

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### **Title:**

Approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Waste Management Inc. of Florida and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025. Countywide (**Kim Ornberg, Environmental Services Director**)

### **Division:**

Environmental Services - Solid Waste Management

### **Authorized By:**

Kim Ornberg, Environmental Services Director

### **Contact/Phone Number:**

Oliver Bond/407-665-2253

### **Background:**

Firms providing commercial solid waste collection services in unincorporated Seminole County are required to have a Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for each fiscal year. Staff is recommending renewal of this Certificate for a period of one (1) year. The renewal is for the period from October 1, 2024 to September 30, 2025. The firm submitted a timely franchise renewal application and appropriate application fees. The above-listed firm provided complete and satisfactory commercial franchise agreement renewal information, including insurance documentation, to the County.

Concurrently with this renewal certificate, County and this provider are entering into a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service as the renewals allowed under the existing Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service have expired or are about to expire.

### **Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a new Non-Exclusive Franchise Agreement for Commercial Solid Waste Collection Service with Waste Management Inc. of Florida and a Renewal of the Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate for October 1, 2024 to September 30, 2025

## **WASTE MANAGEMENT INC, OF FLORIDA**



ENVIRONMENTAL SERVICES DEPARTMENT  
SOLID WASTE MANAGEMENT DIVISION



**Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate**

LET IT BE KNOWN, the holder of this Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate ("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 proper 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 Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate.

Company Name: Waste Management Inc. of Florida

Street Address: 3510 Rio Vista Ave

City, State & Zip: Orlando, FL 32805

Type of Operation: Garbage

This Non-Exclusive Franchise for the Collection of Commercial Solid Waste Certificate is valid from October 1, 2024 through September 30, 2025 and is applicable to the named company Container Rental for the collection of Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners  
Seminole County, Florida

Grant Maloy

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

By: Jay Zembower, Chairman

Date: \_\_\_\_\_

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



Exhibit "C"  
Seminole County  
Non-Exclusive Commercial Franchise Holder  
Application/Annual Renewal and Update Form  
Waste Managment Inc. of Florida

Contractor (as listed with Florida Department of State Division of Corporations)

October 1, 2024 - September 30, 2025  
Years of Service

The following items are required to process the Application/Annual Renewal and Update Form.  
Complete all items below, and attach additional sheets if necessary.

Date: 09/20/24  
Company Name: Waste Managment Inc. of Florida  
Company Address: 3510 Rio Vista Ave  
City, State, and Zip Code: Orlando FL 32805  
Designated Agent Name: David M. Myhan, President  
Local Telephone Number: 4074665056 Fax Number: 866 526 6972  
Email Address: djeffers@wm.com

The Contractor shall provide the County with the following: ( ☒ upon completion)

- ☒ Completed, Signed, and Notarized Form – Exhibit "C"
- ☒ Vehicle Equipment List – Include the following information for each truck: (Year, Make, Model, Vehicle Type, License Tag Number, Vehicle ID Number).
- ☒ Collection Equipment List – Include the following information for each container: (Type, Size, and Identification Number).
- ☒ Certificate of Insurance

A non-refundable Application Fee and a per Vehicle Fee based on the current Solid Waste Rate Resolution must be submitted with this form.

- ☒ Application/Annual Renewal fee (\$100.00)
- ☒ Per Vehicle Fee (\$20.00) – Decals will be issued for each vehicle: (Vehicles without decals are unauthorized to collect commercial solid waste in unincorporated Seminole County).

Statement of Certification:

I certified that David M. Myhan, President will abide by the terms and conditions of the Agreement.

David M. Myhan  
Designated Agent – Print Name  
David M. Myhan 9/20/2024  
Designated Agent - Signature Date

State of Florida  
County of Palm Beach

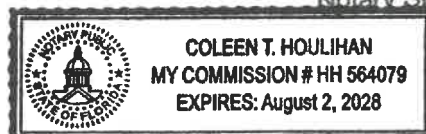
Acknowledged this 20th day of September Month, 20 24

Coleen T. Houlihan

Signature of Notary Public, State of Florida

☒ Personally Known to Me  
☐ Produced Identification

Notary Seal



**AFFIDAVIT OF CORPORATE  
IDENTITY/AUTHORITY**

STATE OF Florida

COUNTY OF Palm Beach

**COMES NOW,** David M. Myhan, President, being first duly sworn,  
who deposes and says:

(1) That he/she is the President, an officer  
of Waste Management Inc. of Florida corporation existing  
under the laws of the State of Florida;

(2) That he/she is authorized to execute the Non-Exclusive Franchise  
Agreement on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a  
Non-Exclusive Franchise Agreement for commercial solid waste collection  
services to the above-named corporation.

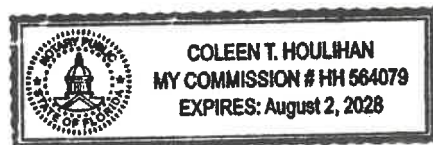
**FURTHER AFFIANT SAYETH NAUGHT**

David M. Myhan  
David M. Myhan, Affiant

The following Affidavit was signed, acknowledged and sworn to by \_\_\_\_\_  
David M. Myhan before me this 20 day of September, 20 24

Coleen T. Houlihan  
Notary Public, State of Florida

My commission expires: \_\_\_\_\_





# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1481**

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**Title:**

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity for Perma-Fix of Florida, Inc., effective from October 1, 2024, to September 30, 2029. Countywide **(Kim Ornberg, Environmental Services Director)**

**Division:**

Environmental Services - Solid Waste Management

**Authorized By:**

Kim Ornberg, Environmental Services Director

**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. Perma-Fix 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 collection services in unincorporated areas of the County. This firm is requesting a COPCN for October 1, 2024 through September 30, 2029. 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.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a new Certificate of Public Convenience and Necessity for Perma-Fix of Florida, Inc. and a

renewal of the Certificate of Public Convenience and Necessity for the collection services for October 1, 2024 to September 30, 2029.

# **PERMA-FIX OF FLORIDA, INC**

**ENVIRONMENTAL SERVICES DEPARTMENT**  
**SOLID WASTE MANAGEMENT DIVISION**



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: Perma-Fix of Florida, Inc

Street Address: 1940 NW 67<sup>th</sup> PL

City, State & Zip: Gainesville, FL 32653

Type of Operation: Hazardous Waste Transport & Collecting Household Hazardous Waste

This Certificate of Public Convenience and Necessity is valid from October 01, 2024 through September 30, 2029, unless earlier terminated as provided hereinabove, and applicable to Commercial Collection Service in the unincorporated County only.

ATTEST:

Board of County Commissioners  
Seminole County, Florida

Grant Maloy

By:

Jay Zembower, Chairman

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

Date: \_\_\_\_\_

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

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

County Attorney

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 **valid from October 1, 2024 through September 30, 2029**.

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 407-665-2262 or via email at [emontgomery@seminolecountyfl.gov](mailto:emontgomery@seminolecountyfl.gov).

Date: 10-16-24

Company Name: Perma-Fix of Florida, Inc.  
*(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)*

Mailing Address: 1940 NW 67th Pl

City: Gainesville State: FL Zip: 32653

Site Street Address: (same as above)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: Dena Bates Phone: 352-395-1359 C FAX \_\_\_\_\_

Email Address: dena.bates@perma-fix.com

Owner/Stockholders/5% or more: Perma-Fix of Florida is a wholly-owned subsidiary of PESI, which is a public company.

List Prior Companies & Forms of Business: N/A

|   |                            |
|---|----------------------------|
| Person responsible for quarterly reports: <u>Violet Riley</u> | Phone: <u>352-395-1355</u> |
| Email Address: <u>violet.riley@perma-fix.com</u>              |                            |

**Statement of Capability and Financial Responsibility**

I certify that Perma-Fix of Florida, Inc. is capable of performing the service(s) applied for and is Financially Responsible.

  
Signature

Randy Self

Print Name above

10-16-24  
Date



## TYPE OF OPERATION

Company Name: Perma-fix of Florida, Inc

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

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

**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:

- |                          |                                |
|--------------------------|--------------------------------|
| <input type="checkbox"/> | Newspaper                      |
| <input type="checkbox"/> | Glass                          |
| <input type="checkbox"/> | Aluminum Cans                  |
| <input type="checkbox"/> | Plastic Bottles                |
| <input type="checkbox"/> | Steel Cans                     |
| <input type="checkbox"/> | Other Plastics                 |
| <input type="checkbox"/> | Ferrous Metals                 |
| <input type="checkbox"/> | Non-Ferrous Metals             |
| <input type="checkbox"/> | Corrugated Cardboard           |
| <input type="checkbox"/> | Office Paper                   |
| <input type="checkbox"/> | Food Waste                     |
| <input type="checkbox"/> | Textiles                       |
| <input type="checkbox"/> | Other ( <i>specify</i> ) _____ |

## SPECIAL WASTE:

- |                          |             |
|--------------------------|-------------|
| <input type="checkbox"/> | Yard Trash  |
| <input type="checkbox"/> | White Goods |
| <input type="checkbox"/> | Tires       |
| <input type="checkbox"/> | Other       |

*(specify)*

**HAZARDOUS WASTE:**

- ☐ Biological Waste
- ☐ Biohazardous Waste
- ☒ Other Hazardous waste transport & collecting household hazardous waste

**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: Perma-Fix of Florida, 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.

Officer of Corporation:  Date: 9/5/24  
Signature

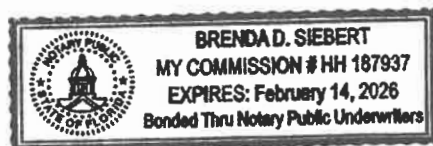
Print Name: Randy Self  
Officer of Corporation/Print Name

Notary:  Date: 9/5/24  
Signature

Print Name: Brenda Siebert  
Notary/Print Name

Commission Expires: 2/14/26

Notary Stamp:



Seminole County  
*Certificate of Public Convenience and Necessity*  
**AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY**

STATE OF Florida  
COUNTY OF Alachua

**COMES NOW,** Randy Self, being first duly sworn, who deposes and says:

- (1) That he/she is the Vice President / GM, an officer  
of Perma-Fix of Florida, 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**

Randy Self, Affiant

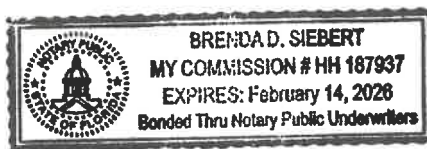
The following Affidavit was signed, acknowledged and sworn to by Randy Self 

before me this 5 day of September, 20 24

Brenda O. Siebert  
Notary Public, State of Florida (Signature)

Brenda Siebert  
Print Name (above)

My commission expires: 2/14/26





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
PERMA-FIX OF FLORIDA, INC.

### Filing Information

**Document Number** P94000016968  
**FEI/EIN Number** 59-3241888  
**Date Filed** 03/03/1994  
**State** FL  
**Status** ACTIVE

### Principal Address

8302 DUNWOODY PLACE SUITE 250  
ATLANTA, GA 30350

Changed: 01/04/2017

### Mailing Address

8302 DUNWOODY PLACE  
STE 250  
ATLANTA, GA 30350

Changed: 04/09/2007

### Registered Agent Name & Address

URS AGENTS, LLC  
3458 LAKESHORE DRIVE  
TALLAHASSEE, FL 32312

Name Changed: 01/04/2017

Address Changed: 01/04/2017

### Officer/Director Detail

#### **Name & Address**

Title VP

CENTOFANTI, DR. LOUIS F  
8302 DUNWOODY PLACE, SUITE 250  
ATLANTA, GA 30350

Title VP, Secretary, Treasurer



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1518**

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**Title:**

Approve and authorize the Chairman to execute the Memorandum of Agreement (MOA) between Seminole County and the Bargaining Unit Local 3254 for Article 19 - Wages, Article 20 - Annual Paid Time Off (PTO) Leave, and Article - 32 - Sick/Catastrophic Leave in the B Unit Collective Bargaining Agreement. Countywide  
**(Matt Kinley, Fire Chief)**

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made by and between the Seminole County Board of County Commissioners ("Employer") and Seminole County Professional Firefighters, International Association of Firefighters Local 3254 ("Union"), collectively referred to as the "Parties". The Parties have agreed to the following:

1. Article 19 - Wages shall be amended as follows with additional text being shown in underline and the removed language is stricken-through.
2. Article 20 – Annual Paid Time Off (PTO) Leave shall be amended as follows with additional text being shown in underline and the removed language is stricken-through.
3. Article 32 – Sick/Catastrophic Leave shall be amended as follows with additional text being shown in underline and the removed language is stricken-through.

## ARTICLE 19 – WAGES

**EFFECTIVE UPON CONTRACT EXECUTION, AND RETROACTIVE (IF APPLICABLE) TO BEGIN THE PAY PERIOD IIN WHICH OCTOBER 1<sup>ST</sup>, 2022 FALLS**

| 2023 Fiscal Year    | 2024 Fiscal Year    | 2025 Fiscal Year    |
|---------------------|---------------------|---------------------|
| Minimum - \$72,017  | Minimum - \$72,017  | Minimum - \$72,017  |
| Maximum - \$115,227 | Maximum - \$115,227 | Maximum - \$115,227 |

- A. Effective the pay period in which October 1<sup>st</sup>, 2022 falls, all employees covered by this Agreement who are employed as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance based 1% or 2% increase can be obtained if incentive criteria are met at the time of the employee's annual performance review.
- B. Effective the pay period in which October 1<sup>st</sup>, 2023 falls, all employees covered by this Agreement who are employed as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance based 1% or 2% increase can be obtained if incentive criteria are met at the time of the employee's annual performance review.
- C. Effective the pay period in which October 1<sup>st</sup>, 2024 falls, all employees covered by this Agreement who are employed as of that date shall receive a 3% increase to their base rate (not including incentives) of pay. An additional performance based 1% or 2% increase can be obtained if incentive criteria are met at the time of the employee's annual performance review. The County and Union have mutually agreed to an additional increase of 10.3 % to their base rate (not including incentives) to be retroactive to the first pay period in which October 1, 2024 falls. Concurrently the minimum and maximum will increase to 74,086 – 118,537.

- D. Forty (40) hour employees that work an extra assignment on shift, shall receive their forty (40) hour rate of pay.
- E. A compression pool fund will be established to address identified circumstances vetted through Human Resources and Resource Management for evaluation and consideration. Criteria will be established with Union leadership. This is a one-time compression fix, not to exceed \$7,000.
- ~~F. Wage increases (if any) of any kind subsequent to September 30, 2025, and thereafter shall be subject to negotiations by the parties. However, the Union agrees in consideration of the additional 10.3% increase in the third year of this agreement, the next agreement will not exceed a term of more than two years. However, if a contract is not agreed upon by September 30, 2025, all employees covered under this contract will receive a base wage (not including incentives) increase equal to the percentage change in the US Consumer Price Index for Urban Wage Earners and Clerical Workers Revised during the preceding calendar year ending December 31<sup>st</sup>. The parties agree that any such increase will be capped at and shall not exceed the average annual pay increase (both across the board and performance-based) for the three years covered by this Agreement. The September 30<sup>th</sup> deadline may be extended if both the County Manager and the Union agree.~~



## ARTICLE 20 – ANNUAL PAID TIME OFF (PTO) LEAVE

1. Annual Paid Time Off (PTO) for 40-hour and 56-hour employees, in rank of Battalion Chief on the effective date of this Agreement, will be as follows:

| PTO – Weekly Accrual    |                         |                         |
|-------------------------|-------------------------|-------------------------|
| <u>Years of Service</u> | <u>40-Hour Employee</u> | <u>56-Hour Employee</u> |
| 0 - 5                   | 3.1                     | 7.4                     |
| 5+ - 10                 | 3.6                     | 8.8                     |
| 10+ - 15                | 4.1                     | 10.2                    |
| 15+ - 20                | 4.6                     | 11.6                    |
| 20+                     | 5.1                     | 13.0                    |

2. Employees covered hereunder will be able to participate in the PTO Buy Back program as referenced in the County Policies and Procedures Manual, Member Benefits Section 501.0 (~~119~~); however, 40-hour employees may receive payment of up to 80 hours, and 56-hour employees may receive payment of up to 112 hours. Leave balance, as mentioned in the County Policies and Procedures Manual (40-hour employees, 240 hours leave balance; 56-hour employees, 336 hours leave balance), will apply to employees covered by this Agreement. Terminal leave may be taken at the end of employment and is limited to a maximum of one month (30 days). An employee may request terminal leave be approved at the time they announce retirement/resignation, or within three months of his/her DROP date. To be eligible for terminal leave, an employee must have completed 15 years of service and be in good standing.
3. Payment of Annual PTO Leave Upon Separation – Employees are eligible for a lump sum payment of their unused annual PTO leave upon separation, in accordance with the following:
  - A. Employee has completed any applicable new hire or disciplinary probationary period. Employees who are serving a probationary period due to promotion shall be exempt from this requirement;

- B. Employee submitted a written resignation no less than seven (7) calendar days prior to the effective date of separation;
  - C. Employee is separated in good standing;
  - D. Payment shall be based upon the employee's regular rate of pay at the time of separation; and
  - E. Payment of unused annual PTO leave upon separation shall not exceed 960 hours.
- 4. Bargaining unit members participating in the Florida Retirement System or a defined benefit pension with a Deferred Retirement Option Program (DROP) may receive payments of all unused accrued PTO leave, up to a maximum of 500 hours, upon entering the DROP. The hours paid out at that time shall be deducted from maximum number of hours which may be paid out at the time the bargaining unit member separates.
  - 5. The maximum number of Battalion Chiefs permitted to be on leave per shift (56hr) will be three (3).
  - 6. The following leave will not count towards the maximum number of 56-hour Battalion Chiefs permitted to be on leave:
    - A. Workers' Compensation;
    - B. Sick Leave Catastrophic;
    - C. Sick Leave Bank;
    - D. Bereavement Leave;
    - E. Military Leave;
    - F. Leave Without Pay for Military Reasons; and
    - G. Union Time Bank.
  - 7. Both parties agree emergencies occur; therefore, the Fire Chief or his/her designee may authorize leave usage beyond this limitation on a case-by-case basis. The decision of the Fire Chief or his/her designee shall not be grievable.

## **ARTICLE 32 – SICK/CATASTROPHIC LEAVE**

All earned sick leave will be maintained as a catastrophic account for the employee until exhausted or paid out. Catastrophic leave may be utilized only for known, extended sick leave occurrences (72 or greater consecutive hours for 56-hour employees or 40 or greater hours for 40-hour employees) associated with the personal illness or injury of the employee, or the employee's immediate family (employee, spouse, minor children and parents), when the medical necessity is substantiated by physician documentation. The County reserves the right to send an employee for a medical evaluation for verification of catastrophic leave usages in excess of 10 shifts. Any such medical evaluation will be paid fully at the County's expense.

### **Payment of Sick/Catastrophic Leave Upon Separation**

1. Employee must submit written resignation no less than seven (7) calendar days prior to the effective date of separation.
2. Employee is separated voluntarily and in good standing.
3. Payment shall be made at the employee's regular rate of pay at the time of separation, and shall be based on the employee's years of service as follows:
  - A. After 3 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 80 hours, whichever is less; or
  - B. After 10 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 120 hours, whichever is less; or
  - C. After 20 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 160 hours, whichever is less.
4. Any remaining sick/catastrophic hours may be transferred to the Sick Leave Bank or the Union Time Bank upon the employee's request.
5. Fifty-six (56) hour employees may receive payment for up to 112 hours of SLC hours annually, if they maintain a balance of at least 336 hours of SLC/PTO. Forty (40) hour employees may receive payment for up to 80 hours if they maintain a

balance of at least 240 hours of SLC/PTO. The County will set the pay period date that the payment will be made. Payment of hours will be processed as an off-cycle payroll together with any PTO buy back.~~Such payments will be processed, if requested by the employee during the first quarter (October 1 to December 31) of the fiscal year.~~ This buy back provision does not prohibit employees from the PTO buy back provision.

**On behalf of the Seminole County Board of County Commissioners and the International Association of Firefighters, Local 3254 “B” Unit, the Memorandum of Agreement has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**For Seminole County:**

**For International Association  
of Firefighters, Local 3254:**

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Darren Gray  
County Manager

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Jonathan DiVita  
President

---

Tricia Johnson  
Deputy County Manager

---

Jim Monahan  
“B” Unit Representative

**Seminole County  
Board of County Commissioners:**

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Jay Zembower  
Chairman

**Attest:**

---

Grant Maloy  
Clerk of the Board of County Commissioners  
Seminole County, Florida

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  - D. Bereavement Leave;
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  - B. After 10 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 120 hours, whichever is less; or
  - C. After 20 years of service, employee may be paid for unused, accrued sick/catastrophic leave hours at the rate of 20% or 160 hours, whichever is less.
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balance of at least 240 hours of SLC/PTO. The County will set the pay period date that the payment will be made. Payment of hours will be processed as an off-cycle payroll together with any PTO buy back.. This buy back provision does not prohibit employees from the PTO buy back provision.

**On behalf of the Seminole County Board of County Commissioners and the International Association of Firefighters, Local 3254 “B” Unit, the Memorandum of Agreement has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**For Seminole County:**

**For International Association  
of Firefighters, Local 3254:**

---

Darren Gray  
County Manager

---

Jonathan DiVita  
President

---

Tricia Johnson  
Deputy County Manager

---

Jim Monahan  
“B” Unit Representative

**Seminole County  
Board of County Commissioners:**

---

Jay Zembower  
Chairman

**Attest:**

---

Grant Maloy  
Clerk of the Board of County Commissioners  
Seminole County, Florida



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1453**

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**Title:**

Approve and authorize the Chairman to execute an agreement between Seminole County and Ritz Community Theater Projects, Inc. D/B/A Wayne Densch Performing Arts Center in the amount of \$50,000.00 for the 2024/2025 Funding Agreement. Countywide (**Andrea Wesser-Brawner, Chief Innovation and Strategy Officer**)

**Division:**

Innovation and Strategic Initiatives - Innovation and Strategic Initiatives

**Authorized By:**

Andrea Wesser-Brawner, Chief Innovation and Strategy Officer

**Contact/Phone Number:**

Andrea Wesser-Brawner/407-665-7223

**Background:**

Annual Funding Agreement established in FY2020 through the Parks and Recreation Department

**Requested Action:**

Staff requests the Board approve and authorize the funding agreement between Seminole County and Ritz Community Theater Projects, Inc. D/B/A Wayne Densch Performing Arts Center in the amount of \$50,000.00 for the FY 2024/2025

**RITZ COMMUNITY THEATER PROJECTS, INC.  
D/B/A WAYNE DENSCH PERFORMING ARTS CENTER  
FUNDING AGREEMENT  
(FISCAL YEAR 2024-2025)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this agreement referred to as “COUNTY,” and **RITZ COMMUNITY THEATER PROJECTS, INC.**, a Florida Not For Profit corporation, d/b/a **WAYNE DENSCH PERFORMING ARTS CENTER**, whose mailing address is 201-203 S. Magnolia Avenue, Sanford, Florida 32771, in this agreement referred to as “WDPAC”.

**W I T N E S S E T H:**

**WHEREAS**, WDPAC, is a non-profit organization dedicated to providing accessible entertainment and fostering opportunities for participation in arts and cultural activities; and

**WHEREAS**, WDPAC located in the historic downtown area of Sanford, Florida, and serves as the region’s premier entertainment venue, offering a diverse range of performances including theatrical productions, concerts, and special events; and

**WHEREAS**, the mission of WDPAC is to foster a culture of diversity and inclusion while delivering memorable experiences that engage, inspire, and entertain audiences of all ages, thereby contributing to the cultural enrichment and artistic development of Seminole County;

**WHEREAS**, COUNTY recognizes that promoting the arts and cultural activities serves an important public purpose, benefiting the citizens of Seminole County, Florida; and

**WHEREAS**, COUNTY has appropriated funds to support this purpose and has selected WDPAC to receive these funds to further its mission of promoting the arts;

**NOW, THEREFORE,** for and in consideration of the mutual covenants, promises and representations contained in this Agreement by and between the parties, COUNTY and WDPAC 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 and are incorporated herein as fully as if set forth below.

**Section 2. Term.** The term of this Agreement is retroactive from October 1, 2024 through September 30, 2025, the date of signature by the parties notwithstanding.

**Section 3. Services.** WDPAC shall use funds from this Agreement to support the development and awareness of arts and cultural activities within Seminole County, as detailed in Exhibit A, the Scope of Services, which is hereby incorporated by reference into this Agreement. These funds will supplement other funds previously committed by WDPAC to Seminole County activities.



**Section 4. Termination.** This Agreement may be terminated by any 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 WDPAC fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by WDPAC after WDPAC has received notice of termination. Upon the termination of this Agreement, WDPAC shall immediately refund to COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided under this Agreement. Any requirements set forth in Sections 5, 8, and 10 survives the term of this Agreement as a whole.

*[Balance of page left intentionally blank]*



## **Section 5. Indemnification.**

(a) COUNTY and its commissioners, officers, employees, and agents must not be deemed to assume any liability for the acts, omissions, or negligence of WDPAC or WDPAC's officers, employees, or agents. WDPAC shall indemnify and hold harmless COUNTY, its commissioners, officers, employees, and agents from and against all claims, damages, costs, and expenses, including reasonable attorney fees and attorney fees on appeal, arising out of or resulting from its operations under this Agreement.

(b) WDPAC shall indemnify and save harmless COUNTY and its commissioners, officers, employees, and agents from and against any and all claims, suits, actions, damages, or causes of action of any kind arising from this Agreement and resulting or accruing from any negligent act, omission, or error of WDPAC, or its officers, agents, employees, or servants.

(c) The parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity by COUNTY beyond that waiver provided for in Section 768.28, Florida Statutes (2024).

(d) The waiver of a provision in this Agreement by either party does not constitute the further waiver of said provisions or the waiver of any other provision.

**Section 6. Funding.** COUNTY hereby agrees to provide financial assistance to WDPAC in the amount of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) on a quarterly basis up to the maximum sum of FIFTY THOUSAND DOLLARS (\$50,000.00) annually. The parties hereby agree that the funds provided in this Agreement shall be granted to and used by WDPAC as set forth in Exhibit A, attached and incorporated in this Agreement by reference.

## **Section 7. Payment.**

(a) COUNTY shall provide payment of the amounts set forth above upon receipt by COUNTY of the following:

(1) A payment request from WDPAC identifying the amount for which WDPAC seeks payment from COUNTY; and

(2) Verification by COUNTY that WDPAC has complied with the requirements as contained in this Agreement.

(b) Payment requests must be sent to:

Seminole County Leisure Tourism  
Attention: Karen Aplin, Program Manager  
Email address: [kaplin@seminolecountyfl.gov](mailto:kaplin@seminolecountyfl.gov)

(c) Invoicing procedures are attached and incorporated to this Agreement as Exhibit B.

## **Section 8. Reporting Requirements.**

(a) In the performance of this Agreement, WDPAC shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures.

(b) WDPAC shall provide to COUNTY a quarterly report by the tenth (10<sup>th</sup>) business day following the final month of each calendar quarter.

(c) In addition to the reporting requirements found herein, WDPAC shall also comply with all the reporting requirements as set forth in Exhibit C, Reporting Requirements.

## **Section 9. Public Records Law.**

(a) WDPAC 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. WDPAC 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, WDPAC will provide COUNTY with all requested public records in WDPAC'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) WDPAC specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

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

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

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

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

**(c) IF WDPAC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE WDPAC's DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT KAREN APLIN, PROGRAM MANAGER AT [kaplin@seminolecountyfl.gov](mailto:kaplin@seminolecountyfl.gov) OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

(d) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching Party.

**Section 10. Audit.** WDPAC shall be subject to an annual audit report for the term of the Agreement. WDPAC shall submit an annual tax return to COUNTY on or before the one hundred twentieth (120th) day following the final month of their respective fiscal year or within one hundred twenty (120) days following the termination of this Agreement as set forth in Section 4 in this Agreement, whichever occurs earlier.

**Section 11. Notices.**

(a) Whenever a party desires to give notice to the others, it must be given in writing, by certified United States mail, return receipt requested, or by hand delivery, and be sent to:

**For COUNTY:**

County Manager  
County Services Building  
1101 E. 1<sup>st</sup> Street  
Sanford, FL 32771

**With a copy to:**

Seminole County Leisure Tourism Program  
Manager  
1101 East 1st Street  
Sanford, Florida 32771

**For WDPAC:**

President  
Ritz Community Theater Projects, Inc. d/b/a Wayne Densch Performing Arts Center  
201-203 S. Magnolia Avenue

Sanford, Florida 32771

(b) The parties may change, by written notice as provided above, the person or address for the receipt of notice.

**Section 12. Assignments.** No party to this Agreement shall assign this Agreement, nor any interest arising from this Agreement, without the written consent of the other party. Nothing in this Agreement, either express or implied, is intended or may be construed to confer upon any person, firm, bank, lending institution, or corporation any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any covenant, condition, or stipulation hereof, as this Agreement and all its covenants, conditions, and stipulations is intended to be for the sole and exclusive benefit of COUNTY and WDPAC.

**Section 13. 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 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 will be valid only when expressed in writing and duly signed by the parties, except as otherwise specifically provided in this Agreement.


**Section 14. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, WDPAC 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 will constitute a material breach of this Agreement and entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to WDPAC as provided hereinabove.

**Section 15. Conflict of Interest.**

(a) WDPAC agrees that they will not engage in any action that would create a conflict of interest in the performance of their 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) WDPAC hereby certifies that no officer, agent, or employee of COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes (2024), as over 5%, either directly or indirectly in the business of WDPAC, 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 (2024), WDPAC 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 to this Agreement by each party's respective officers for the purposes expressed in this Agreement on the day and year first written above.

ATTEST:

RITZ COMMUNITY THEATER  
PROJECTS, INC. d/b/a WAYNE DENSCH  
PERFORMING ARTS CENTER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
KATHRYN TOWNSEND, President

Date: \_\_\_\_\_

*[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.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

GLK

9/18/24 10/20/24 10/29/24

T:\Users\Legal Secretary CSB\Library&Leisure Services\2024\Wayne Densch Agreement Oct29(24).docx



Attachments:

Exhibit A – Scope of Services

Exhibit B – Sample Invoice

Exhibit C – Reporting Requirements

Exhibit D – Affidavit of Non-Coercion for Labor and Services

## **Exhibit A: Scope of Services**

### **Overview**

This exhibit outlines the scope of services to be provided by the Wayne Densch Performing Arts Center (WDPAC) under the Funding Agreement. While WDPAC is not required to perform every service listed, it shall host some combination of the services articulated below. The objectives of this scope are for WDPAC to provide affordable entertainment, enable community participation and education in arts and cultural activities, maintain its historic venue, increase awareness of arts and cultural resources, and further these goals in partnership with relevant nonprofit organizations throughout the County.

### **1. Provide Affordable Entertainment and Quality Participation or Educational Opportunities in Arts and Cultural Activities**

#### **1.1. Implement a Diverse Programming Schedule:**

- Curate a variety of performances, including theater productions, concerts, film screenings, workshops, and educational events that cater to diverse audiences, providing the widest breadth of genres, styles, and national origins of content
- Offer discounted ticket prices for targeted demographics such as students, senior citizens, residents with disabilities, and low-income families to ensure accessibility to all members of the community
- Host free community events and open rehearsals to further eliminate financial barriers to participation.

#### **1.2. Support Local Artists and Performers:**

- Collaborate with local artists, schools, and cultural groups to provide them with logistical and/or financial opportunities to showcase their talents on a professional stage
- Offer residency programs, workshops, and masterclasses led by professionals to help local artists develop their skills and connect with audiences

#### **1.3. Educational Outreach and Engagement:**

- Partner with local schools and educational institutions to offer arts education programs, field trips, and interactive workshops that introduce students to performing arts
- Develop a volunteer program that provides hands-on experience in arts administration, production, and technical theater, fostering community involvement and learning from the backstage perspective



## **2. Maintain Historic Venue**

### **2.1. Preservation and Restoration Efforts:**

- Use a portion of the funds for ongoing maintenance and preservation of the historic architecture and features of the WDPAC, ensuring it remains a community landmark
- Conduct regular assessments of the building's structural integrity and prioritize repairs that preserve the historic character of the venue

### **2.2. Enhancing Visitor Experience:**

- Upgrade seating, lighting, and sound systems to enhance audience comfort and improve the quality of performances, while maintaining the venue's historic ambiance
- Implement accessibility improvements to ensure the venue is inclusive of all patrons, including those with disabilities

### **2.3. Community Involvement in Venue Preservation:**

- Offer behind-the-scenes tours, educational talks, and workshops about the history and preservation of the theater, fostering community pride and awareness of the venue's heritage
- Create volunteer opportunities for community members to participate in preservation efforts, such as historical research, fundraising events, or maintenance activities

## **3. Facilitate the Development and Awareness of Arts and Cultural Activities**

### **3.1. Community Arts Programs and Initiatives:**

- Establish or continue to support promotion of community arts programs, such as arts festivals, exhibitions, and cultural fairs, that celebrate local talent and encourage public participation
- Develop initiatives that specifically target underrepresented communities within those communities, ensuring that all residents have access to and are aware of cultural opportunities

### **3.2. Public Art and Performance Opportunities:**

- Partner with local businesses and public spaces to facilitate public art installations, pop-up performances, and other creative expressions that bring the arts into population dense parts of our community
- Support the development of outdoor performance spaces and mobile art units that can travel to various locations within Seminole County, reaching residents who may not regularly attend the theater

### **3.3. Arts Education and Advocacy:**

- Collaborate with schools, libraries, and community organizations to integrate arts education into broader educational and community programs, thereby highlighting the value of the arts
- Advocate for the arts within local government and community forums, emphasizing their role in economic development, education, and community well-being

### **3.4. Marketing and Outreach:**

- Develop targeted marketing campaigns, utilizing social media, local media, and community partnerships to raise awareness of WDPAC's events and programs
- Create a community arts calendar that consolidates information about all arts and cultural activities in Seminole County, making it easier for residents to find and participate in events. This may be done in partnership with the County's Leisure Tourism Division and other municipalities

## **4. Utilizing Funds to Further Objectives**

### **4.1. Allocation of Funds:**

- Funds will be allocated to support the above initiatives, including programming, venue maintenance, educational outreach, marketing efforts, and the facilitation of arts and cultural development within the community
- A detailed budget will be developed, outlining the specific use of funds for each initiative to ensure transparency and accountability

### **4.2. Monitoring and Reporting:**

- WDPAC will implement a monitoring and evaluation framework to assess the effectiveness of funded activities, including attendance metrics, community feedback, and financial audits
- Regular reports – both quarterly and annually, will be submitted to Seminole County, detailing the progress made toward achieving the outlined objectives and how funds are contributing to these goals (see Exhibit C for more details)

### **4.3. Sustainability Planning:**

- Develop a sustainability plan to ensure the ongoing viability of programs and maintenance efforts, including identifying additional funding sources, such as donations, and sponsorships
- Leverage the success of funded initiatives to attract further investment and community support, reinforcing the WDPAC's role as a cultural hub for Seminole County.

## Exhibit B: Invoicing

**Overview:** Pursuant to the Funding Agreement between the County and the Wayne Densch Performing Arts Center (WDPAC) for Fiscal Year 2024-2025, the County agrees to provide financial assistance to WDPAC in the amount of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00) on a quarterly basis, up to the maximum sum of FIFTY THOUSAND DOLLARS (\$50,000.00) for the fiscal year. This exhibit outlines the invoicing procedures and requirements for WDPAC to receive funds under the Agreement.

### 1. Invoicing Procedures

#### 1.1. Quarterly Invoicing:

- WDPAC shall submit invoices on a quarterly basis for the amount of TWELVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$12,500.00).
- WDPAC must submit invoices fifteen (15) days after the end of each fiscal quarter for FY 2024-2025. The invoicing schedule is as follows:
  - **Q1 Invoice:** Due by December 15, 2024
  - **Q2 Invoice:** Due by March 15, 2025
  - **Q3 Invoice:** Due by June 15, 2025
  - **Q4 Invoice:** Due by September 15, 2025

#### 1.2. Required Documentation:



- Each invoice shall include a detailed summary of expenses incurred, demonstrating that the funds are being utilized in accordance with the scope of services outlined in Exhibit A.
- The summary should include, but is not limited to, the following categories: programming costs, maintenance and preservation of the venue, marketing and outreach efforts, community engagement initiatives and operational expenses to carry out these activities.

#### 1.3. Submission Process:

- Invoices and supporting documentation shall be submitted electronically to [kaplin@seminolecountyfl.gov](mailto:kaplin@seminolecountyfl.gov), as specified in the Funding Agreement.
- A confirmation of receipt will be provided by the County upon successful submission of each invoice.

### 2. Payment Terms

#### 2.1. Payment Timeline:

- The County shall review and process the invoice within thirty (30) days of receipt. Payment will be disbursed within forty-five (45) days of approval.
- If discrepancies or additional information be required, the County will promptly notify WDPAC to resolve issues, aiming to avoid any payment delay.

## **2.2. Annual Funding Cap:**

- Payments may continue on a quarterly basis until the maximum sum of FIFTY THOUSAND DOLLARS (\$50,000.00) has been disbursed for FY 2024-2025.
- WDPAC shall not submit invoices or request payments that exceed the annual funding cap outlined in this Agreement.

## **3. Use of Funds**

### **3.1. Compliance with Scope of Services:**

- WDPAC shall ensure that all funds received under this Agreement are used exclusively for the purposes outlined in Exhibit A, including providing affordable entertainment, maintaining the historic venue, developing awareness of the arts, and facilitating the development of arts and cultural resources within Seminole County.
- No funds may be used for purposes outside the agreed scope of services without the County's explicit written authorization.

### **3.2. Recordkeeping and Reporting:**

- WDPAC shall maintain accurate financial records and documentation of all expenditures related to the use of the funds provided under this Agreement.
- WDPAC shall provide the County with an annual report due on the 120th day following the final month of each fiscal year summarizing the use of funds and the outcomes achieved, as per the reporting requirements outlined in Exhibit C.

## **4. Adjustments and Reconciliations**

### **4.1. Adjustments:**

- Should there be any overpayment or underpayment, WDPAC and the County shall work together to reconcile the difference in the subsequent invoice period.

### **4.2. Reallocation of Funds:**

- Any request for reallocation of funds outside of the agreed upon fund amounts must be submitted to the County in writing for approval prior to making such changes.

### **4.3. Refunds:**

- If any funds are unspent or not used in compliance with the terms of this Agreement, WDPAC shall refund the unused portion to the County within thirty (30) days of the end of the Agreement term.

## Exhibit C: Reporting

### Overview

This exhibit outlines the reporting requirements for the Wayne Densch Performing Arts Center (WDPAC) under the Funding Agreement with Seminole County for Fiscal Year 2024-2025. WDPAC is required to submit quarterly reports to ensure compliance with the terms of the Agreement and to demonstrate that funds are being used in accordance with the scope of services outlined in Exhibit A.

### 1. Quarterly Reporting Requirements

#### 1.1. Submission Deadline:

- WDPAC shall submit quarterly reports by the tenth (10th) business day following the final month of each calendar quarter. For FY 2024-2025, the reporting schedule is as follows:
  - **Q1 Report:** Due by the 10th business day after December 31, 2024
  - **Q2 Report:** Due by the 10th business day after March 31, 2025
  - **Q3 Report:** Due by the 10th business day after June 30, 2025
  - **Q4 Report:** Due by the 10th business day after September 30, 2025

#### 1.2. Report Content:

- Each quarterly report shall include the following components:
  - **Financial Summary:** A detailed financial report showing the expenditure of funds received from the County, demonstrating how these funds were allocated to support the services and activities outlined in Exhibit A.
  - **Activity Summary:** A summary of all programs, events, and activities conducted during the quarter, including attendance figures, community engagement efforts, and exposure to new arts/cultural themes or other educational outcomes related to the scope of services.
  - **Compliance Statement:** A statement confirming that all activities and use of funds are in compliance with the terms set forth in the Funding Agreement, including adherence to the standard of services expected by the County.
  - **Performance Metrics:** Metrics that measure the effectiveness of the funded activities, such as participant demographics, satisfaction surveys, and impact assessments defined but not limited to: increased art engagement and cultural awareness, social connection awareness, economic impact, sustainability engagement, legacy and influence to landscape changes and cultural heritage.

#### 1.3. Submission Process:

- Reports shall be submitted electronically to as specified [kaplin@seminolecountyfl.gov](mailto:kaplin@seminolecountyfl.gov), as specified in the Funding Agreement.
- The County will confirm receipt after each report is successfully submitted.

## **2. Books, Records, and Compliance**

### **2.1. Maintenance of Records:**

- WDPAC shall maintain complete and accurate books and records of all financial transactions, activities, and other matters related to the performance of services under the Agreement.
- Records must be retained for a minimum of five (5) years following the end of the Agreement term, or longer if required by law.

### **2.2. Access to Records:**

- The County reserves the right to inspect, audit, and copy WDPAC's books, records, and documentation related to the Agreement at any time upon reasonable notice.
- WDPAC shall provide access to all relevant documents and shall cooperate fully with any audits or inspections conducted by the County or its designated representatives.

### **2.3. Compliance with Standard Services:**

- WDPAC shall ensure that all activities and services provided under this Agreement are performed in accordance with industry standards and best practices.
- WDPAC shall promptly address any deficiencies identified by the County and implement corrective actions as necessary to meet the required standards.



## **3. Annual Reporting**

### **3.1. Annual Audit Report:**

- In addition to the quarterly reports, WDPAC shall submit an annual audit report that provides a comprehensive summary of all activities, financial expenditures, and outcomes for the entire fiscal year. This report must include a detailed review of all services provided, a full financial accounting of the funds received and expended under the Agreement, and an assessment of the overall impact of the funded activities. The annual report must be submitted within 120 days following the end of fiscal year.

### **3.3. Reconciliation and Feedback:**

- The County will review the final report and provide feedback or request additional information as needed. WDPAC shall cooperate with any final reconciliation processes to ensure all funds were appropriately used and accounted for.

## Exhibit D: Affidavit of Non-Coercion for Labor and Services

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

- A. I, as an officer or representative of a nongovernmental entity, *attest under penalty of perjury* that my company or organization does not use coercion for labor or services.
- B. The term “coercion” as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
- C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

I declare that I have read the foregoing **Affidavit of Non-Coercion for Labor and Services** and that the facts stated in it are true to the best of my knowledge and belief.



By: \_\_\_\_\_  
KATHRYN TOWNSEND, President

Date: \_\_\_\_\_



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1433**

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**Title:**

Approve and authorize the Chairman to execute the Seminole County Government - Florida Makes Third Party Contributor Agreement for the purpose of providing economic development services to manufacturers in Seminole County, Florida. Countywide (**Andrea Wesser-Brawner, Chief Innovation & Strategy Officer**)

**Division:**

Innovation and Strategic Initiatives - Economic Development

**Authorized By:**

Andrea Wesser-Brawner, Chief Innovation and Strategy Officer

**Contact/Phone Number:**

Andrea Wesser-Brawner/407-665-1148

**Background:**

FloridaMakes, Inc. is the Manufacturing Extension Partnership operator for the State of Florida and Seminole County. This organization, along with the regional association, Manufacturing Association of Central Florida, provides unique services to the County's several thousand manufacturing businesses. FloridaMakes supports Florida's manufacturing sector by helping manufacturers expand market opportunities, develop customized business strategies, adopt best practices and assess opportunities for new technology and training through the following services. Services provided by the organization include performance assessments, technology acceleration and innovation, market development, talent development, supply chain optimization, and disaster resources, exclusively for manufacturers. This agreement aims to strengthen the partnership between the County and FloridaMakes, and in particular, to demonstrate the County's in-kind support towards the organization's federal funding.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute the Seminole County Government - Florida Makes Third Party Contributor Agreement for the purpose of providing economic development services to manufacturers in Seminole



County, Florida

**FloridaMakes, Inc.  
and  
SEMINOLE COUNTY**

***THIRD PARTY CONTRIBUTOR AGREEMENT***

**I. Purpose Statement and the Manufacturing Extension Partnership Program:**

This Agreement ("Agreement") establishes an agreement for FloridaMakes, Inc. ("FloridaMakes"), the Manufacturing Extension Partnership ("MEP") operator for the State of Florida and Seminole County (collectively, "Parties," individually, "Party") under which the Parties will work collaboratively to assist manufacturing firms throughout the State of Florida as described in Schedule A. This Agreement describes the roles of the Parties and provides guidelines for the Parties to work collaboratively in promoting these common objectives in a manner that is consistent both with Seminole County's mission and the needs of the small and medium-sized manufacturers ("SME"s). Under the stated objectives of the federally funded Hollings Manufacturing Extension Partnership program (the "MEP Program"), FloridaMakes is mandated, among other activities, to leverage private and public partnerships with universities, business partners, and other viable entities by providing additional capabilities to improve SME performance, competition and training and to expand opportunities for impacts. These activities are to be conducted and implemented in a manner that maximizes both the efficient use of federal and private funds while avoiding duplication of efforts on a state and nationwide-basis. This Agreement is intended to support FloridaMakes and Seminole County program objectives.

FloridaMakes and Seminole County maintain the expertise and resources necessary to cooperatively provide a wide variety of services to SMEs based on their respective missions and as part of the economic development strategy of the State of Florida. Pursuant to this Agreement, it is the understanding of FloridaMakes and Seminole County that both organizations will support and promote activities in accordance with the terms of this Agreement and in compliance with applicable laws. In addition to providing sponsorship and membership to the regional manufacturing association, Seminole County agrees to use its best efforts to support FloridaMakes's mission and promote a statewide MEP identity. The County leverages a number of direct investments, as well as staff time, within the Economic Development & Tourism Department to support manufacturing companies throughout the region. These support mechanisms include education and shared resources in vital topics to these companies such as international trade opportunities, business development, supply chain and vendor management, technical grant pursuits, and more. Similarly, in addition to providing assistance to Florida's small and medium-sized manufacturing companies, FloridaMakes agrees to use its best efforts to support Seminole County's mission and promote Seminole County and its programs statewide.

**II. Miscellaneous:**

- (a) For purposes of management as to the terms of this Agreement and all decision making material to the accomplishment of the objectives provided for herein, the

Parties hereby appoint the following representatives to act on their respective behalves:

For Seminole County:

Andrea Wesser-Brawner, Chief Strategy & Innovation Officer  
1101 East First Street  
Sanford, FL 32771  
[awesserbrawner@seminolecountyfl.gov](mailto:awesserbrawner@seminolecountyfl.gov)

For FloridaMakes:

Rovena Pando, CFO  
201 E. Pine Street, Suite 735  
Orlando, Florida 32801  
[rovena.pando@floridamakes.com](mailto:rovena.pando@floridamakes.com)

To this end, the Parties will administer this Agreement consistent with the terms provided for in Schedule B attached hereto and incorporated by reference.

- (b) This Agreement is effective retroactively from April 1, 2024 (the “Effective Date”) through December 31, 2024. Thereafter, this Agreement may be renewed in writing upon such terms and conditions as are mutually agreeable to the Parties;
- (c) As of the Effective Date of this Agreement, the Parties represent and warrant that in connection with their activities that they either currently carry or will obtain, as of the Effective Date of this Agreement, insurance coverage as specified in Section IV of this Agreement. Proof of coverage shall be provided upon request;
- (d) In making available non-federal resources, the characterization and use of such resources by a contributing Party will be consistent with all requirements provided for under federal and state laws, rules and regulations applicable to the contributing Party and MEP Program participants;
- (e) Either Party may terminate this Agreement immediately for convenience or may terminate this Agreement upon thirty (30) days written notice to the non-terminating Party for reasons specified below;
  - (i) if a suspension or cessation of federal or state funding occurs so as to materially impact the ability of either Party to participate;
  - (ii) upon cessation of either Party doing business;
  - (iii) upon a material breach of a Parties’ obligations hereunder; or
  - (iv) by mutual agreement.
- (f) (i) FloridaMakes acknowledges Seminole County’s obligation to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as

amended, and to release public records to members of the public upon request. FloridaMakes acknowledges that the foregoing controls over the terms of this Agreement.

(ii) Upon Seminole County's request and subject to any statutory exemptions, FloridaMakes must provide Seminole County with all requested public records in FloridaMakes possession, or allow County to inspect or copy the requested records, if any, within a reasonable time and at a cost that does not exceed the costs provided under Chapter 119, Florida Statutes, as amended, and Seminole County policies. Upon expiration or termination of this Agreement, FloridaMakes must transfer, at no cost to Seminole County, all public records in possession of FloridaMakes for which Seminole County may not have a copy of, or keep and maintain public records required by Seminole County under this Agreement in accordance with the retention schedules set forth by the Florida Department of State, Division of Library and Information Services. All records provided to Seminole County must be in a format compatible with the information technology systems of the County.

(iii) **IF FLORIDAMAKES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FLORIDAMAKES DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR AT: 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, OR 1101 E. 1st STREET, SANFORD, FLORIDA 32771.**

(iv) This provision survives the term of this Agreement.

- (g) 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.
- (h) To the fullest extent permitted by law, FloridaMakes assumes any and all liability for damages, breach of the Agreement, 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 this Agreement. To the fullest extent permitted by law, FloridaMakes shall indemnify and hold harmless Seminole 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 Seminole 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 FloridaMakes, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to Seminole County by this section are cumulative with and in no way affect any other legal remedy County may have under this Agreement or at law. FloridaMakes obligations under this Agreement must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

### **III. Regulatory Compliance:**

The Parties mutually agree that they are in compliance with the requirements set forth in Schedule C, attached hereto and incorporated by reference.

### **IV. Insurance:**

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

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

(2) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by FLORIDAMAKES 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 FLORIDAMAKES.

(b) General Requirements.

(1) Before commencing work, FLORIDAMAKES 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 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, FLORIDAMAKES shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) 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.

(3) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under the General Liability policy, and the policy shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(4) The insurance provided by FLORIDAMAKES 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 FLORIDAMAKES.

(5) 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.

(6) The Commercial General Liability policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then FLORIDAMAKES shall immediately notify COUNTY as soon as FLORIDAMAKES 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 FLORIDAMAKES has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, FLORIDAMAKES will be deemed to be in default of this Agreement.

(d) The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) FLORIDAMAKES's insurance must cover FLORIDAMAKES for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

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

(C) The minimum limits to be maintained by FLORIDAMAKES are:

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

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

This Agreement is agreed to by the following representatives of Seminole County and FloridaMakes.

**For FloridaMakes:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Kevin Carr  
Chief Executive Officer

ATTEST:

**SEMINOLE COUNTY**

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

By:\_\_\_\_\_  
Jay Zembower, Chairman

Date:\_\_\_\_\_

For the use and reliance  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2024, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

BP/

9/12/24

T:\Users\bpatel\Strategic Initiatives\FloridaMakes Third Party Contributor Agreement Seminole County

**Schedules**

A – Scope of Activities

B – Financial and Programmatic Monitoring

C – Federal Funding Compliance/Assurances and Certifications

D – Seminole County FY2024 Budget and Justification

## **Schedule A**

### **Scope of Activities**

#### **Nexus of the FloridaMakes/Seminole County Partnership**

Seminole County supports entrepreneurs and businesses throughout the County as a function of our Economic Development & Tourism Department. Seminole County makes a number of direct investments as well as leverages staff and other Seminole County resources to benefit these local companies with educational programming and resources leading to revenue and job growth. These programs and staff/other Seminole County asset commitments include but are not limited to:

- Small business assistance programming in the areas of trade, business development, supply chain/vendor management, technology advancement, operations support, growth planning, financial assistance/grant pursuits, site selection, marketing, and accounting; through regional partners such as FloridaMakes via the Manufacturing Association of Central Florida (“MACF”), Seminole Chamber of Commerce, Orlando Economic Partners, Prospera, National Entrepreneur Center, Central Florida International Trade Office, and others
- Joined visits to local manufacturers with Seminole County’s economic development staff and MACF Business Advisors or Executive Director in understanding the company’s business needs and providing the appropriate solutions.
- Brick and mortar facility at the Heathrow Seminole State College Campus for companies and partners, including FloridaMakes/MACF, to use for meetings or educational workshops
- Access to a variety of subscriptions to marketing/consumer information and business data warehouses
- Shared conference registrations and exposition floor booths/tables/promotion
- Social media promotion through the Seminole County’s Economic Development channels (i.e. LinkedIn and YouTube), as well as podcast exposure
- Evolving list of demonstration/pilot project opportunities throughout Seminole County – where relevant – to showcase or test manufactured products

#### **Cost Share Contribution**

In association with its activities, and consistent with NIST MEP program objectives, Seminole County shall make an in-kind contribution to FloridaMakes as estimated in schedule D in the Budget Justification. FloridaMakes may only utilize in-kind contributions from Seminole County as the collaborative activities are undertaken by both sides, with full participation of the parties as described in the Scope of Work.

#### **In Kind Cost Share Apportionment Methodology**

As a county government providing value to local manufacturers and logistics companies, the activities and expenses associated with the staff, educational programming and resources available to these companies, are relevant to building business opportunities, disseminating



information on best practices, technology implementation opportunities, and business development resources, ultimately leading to revenue and job growth in these sectors.

Relevant percentages of the programming is primarily focused on manufacturers and logistics providers, which are each eligible for services under the expanded definition of North American Industrial Classification System (NAICS) codes eligible for MEP. Therefore, these activities and related expenses are also relevant to the goals and mission of FloridaMakes and its Manufacturing Extension Partnership related program activities.

All these costs as detailed in the attached budget, may be considered eligible as in-kind cost share toward the FloridaMakes MEP project.

### **Justification of Apportionment Methodology**

At least a third of 3 Full Time Employees time within the Economic Development Division is dedicated to supporting manufacturing companies in Seminole County in support of activities described above. Additionally, approximately 15% of the administrator overseeing the Department's management supports manufacturing businesses throughout the week. Salaries, benefits, travel, supplies and other expenses are appropriated based on these percentages.

### **Scope of Work**

The Parties agree to collaborate on the following activities:

FloridaMakes and Seminole County will collaborate through the following activities:

#### **FloridaMakes Shall:**

1. Promote Seminole County's mission and appropriate Seminole County programs to match the SME's current and future needs. This activity is part of FloridaMakes's outreach activities to startup and existing manufacturers;
2. Send to Seminole County, on a quarterly basis, a description of FloridaMakes's program services provided, NIST's assessment of its program impact, and a list of Florida companies in Seminole County (including contact information) assisted by FloridaMakes, so that Seminole County can add these companies to its outreach list;
3. Survey for manufacturing client economic impact resulting from Seminole County investments and associated MEP services. FloridaMakes will have its third party survey organization assess the client economic impact of individual manufacturing companies receiving Seminole County services and related FloridaMakes services, as applicable.
4. In accordance with applicable federal regulations and FloridaMakes's NIST approved Annual Operating Plan, FloridaMakes will leverage Seminole County's activities that assist and support manufacturers as match for its federal funds; and,

**Seminole County shall:**

1. Promote the mission of the FloridaMakes and appropriate MEP programs to match the SME's current and future needs;
2. Co-market or offer sponsorship as appropriate to meet both Parties' budgetary needs for MEP hosted events that promote MEP programs or showcase MEP program successes.
3. Allow FloridaMakes to use Seminole County \$209,730 as matching funds for its federal award to fund FloridaMakes programs. The Seminole County payments to be used by FloridaMakes as matching funds under this Agreement include Seminole County \$209,730 in the current fiscal year and not otherwise reserved for matching other programs by Seminole County. Seminole County activities will be used to qualify for matching funding under FloridaMakes's cooperative agreement with NIST and will be used to match its Florida program;
4. Attend a quarterly meeting, either in person or virtual, with MEP's leadership or designate staff person to review program activities, contract compliance and strategic benchmarks associated with the terms of this contract.

## **Schedule B**

### **Financial and Programmatic Monitoring**

#### Financial Monitoring

No later than 15 days following the last day of the previous month, Seminole County shall provide documentation in connection with any of the following checked below.

☒ Financial documentation including validation of payroll costs associated with the activities and other in-kind services not otherwise recorded;

☒ Selected portions of the general ledger as related to:

- Salaries/Benefits
- Rent, office operating expenses
- Consultants
- Marketing/Marketing Material
- Public Relations/Advertising
- Conferences/Meeting/Events

☒ Invoices, or related documentation verifying incurred cost share.

On an annual basis, FloridaMakes will conduct a virtual or in-person monitoring of Seminole County to assess the allowability and allocability of cost share provided. Seminole County acknowledges and understands that all costs allocated to the activities under this Agreement and claimed by FloridaMakes as matching funds for purposes of meeting its federal funding requirements must be derived from non-federal sources. Upon request, Seminole County shall identify all sources of federal funding and provide such additional information as may be required to ensure FloridaMakes's compliance in a federal cost share program.

Seminole County shall provide a copy of its annual audited financial statements to FloridaMakes.

#### Programmatic Monitoring

The Parties shall collaborate and provide the following:

- Programmatic literature, curricula, marketing and promotional materials and such other business records related to the activities;
- Registration and/or sign-in sheets for workshops, events and meetings; and
- Such other documentation as may be required by FloridaMakes pursuant to federal funding audit guidelines.

## **Schedule C**

### **Federal Funding Compliance/Assurances and Certifications**

The Parties agree to comply with the following, as applicable, including Federal, Department of Commerce, and NIST MEP regulations.

All 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by the Department of Commerce: [OMB Uniform Guidance, 2 C.F.R Part 200](#)

- ☐ 15 CFR Part 28, Restrictions on Lobbying.  
--Applicable to all participants in receipt of federal funding
- ☐ 2 CFR Part 1326 Non-procurement Debarment and Suspension
- ☐ 15 CFR Part 29 Requirements for a Drug Free Workplace.
- ☐ 15 CFR Parts 8, 8a, 8b, 8c and 20.
- ☐ 29 CFR Part 33 and 34 Nondiscrimination and Equal Opportunity Requirements.
- ☐ The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C 12101-12213 and 47 U.S.C 225 and 611).  
--Applicable to any person engaged in industry affecting commerce who has 15 or more employees for each working day in each of 20 or more calendar weeks.
- ☐ Hatch Act (5 U.S.C. Subsection 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds,  
--Applicable to all participants in receipt of federal funding
- ☐ Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (P.L. 91-616) relating to nondiscrimination on the basis of alcoholism.
- ☐ Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32) which prohibits discrimination on the basis of disability.  
--Applicable to any program or activity receiving or benefiting from federal financial assistance. Specifically applies to contracts or subcontracts in excess of ten thousand dollars (\$10,000).
- ☐ Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686) which prohibits discrimination on the basis of sex.
- ☐ The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101-6107) which prohibits discrimination on the basis of age.  
--Applicable to any program or activity in receipt of federal financial assistance
- ☐ Title VI of the Civil Rights Act of 1964 (P.L. 88-352 / 29 CFR Part 31) which prohibits discrimination on the basis of race, color or national origin.
- ☐ Drug Abuse Office and Treatment Act of 1972 (P.L.92-255) as amended relating to nondiscrimination on the basis of drug abuse.
- ☐ Occupational Safety and Health Act, including State and Federal law which are applicable to similarly

employed employees of the same employer who are not participants in programs under WIA.

- ☐ Clean Air Act (42 U.S.C. §7401, *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*)

## Schedule D

### Seminole County FY2024 Budget

| Category  | Non-Federal In-Kind<br>Cost Share | Totals           |
|---|-----------------------------------|------------------|
| NIST MEP Funds  |                                   | \$0              |
| Unexpended Federal Funds (From Prior Operating Year) to be used ABOVE base  |                                   | \$0              |
| Unexpended Federal Funds (From Prior Operating Year) to be used TOWARD base |                                   | \$0              |
| State/Local Funds   | \$209,730                         | \$209,730        |
| Unexpended Program Income (From Prior Operating Year)                       | \$0                               | \$0              |
| Program Income (Projected)  | \$0                               | \$0              |
| <b>Total Other</b>  | <b>\$0</b>                        | <b>\$0</b>       |
| <i>Interest &amp; Dividends</i>   | <i>\$0</i>                        | <i>\$0</i>       |
| <i>Sub-recipient Cost Share</i>   | <i>\$0</i>                        | <i>\$0</i>       |
| <i>Third Party Contributions</i>  | <i>\$0</i>                        | <i>\$0</i>       |
| <b>TOTAL REVENUE</b>  | <b>\$209,730</b>                  | <b>\$209,730</b> |
| Personnel   | \$105,130                         | \$105,130        |
| Fringe Benefits   | \$40,000                          | \$40,000         |
| Travel  | \$2,000                           | \$2,000          |
| Equipment   | \$0                               | \$0              |
| Supplies  | \$500                             | \$500            |
| <b>Total Contractual Costs</b>  | <b>\$0</b>                        | <b>\$0</b>       |
| <b>Total Other Costs</b>  | <b>\$62,100</b>                   | <b>\$62,100</b>  |
| <b>Total Direct Costs</b>   | <b>\$0</b>                        | <b>\$0</b>       |
| <b>Indirect Costs (N/A)</b>   |                                   | \$0              |
| <b>TOTAL EXPENSES</b>   | <b>\$209,730</b>                  | <b>\$209,730</b> |
| <b>TOTAL REVENUE – TOTAL EXPENSES</b>                                       | <b>\$0</b>                        | <b>\$0</b>       |

# **Seminole County Budget Justification FY2024**

## **Section I: Revenue (Federal and Non-Federal Cost Share)**

### **STATE/LOCAL FUNDS**

Seminole County will use State/Local funding for all expenses related to the committed In-Kind cost share in support of the MEP mission.

## **Section II: Expenses**

### **PERSONNEL**

At least a third of 3 Full Time Employees time within the Economic Development Division is dedicated to supporting manufacturing companies resulting in at least \$75,130 of in-kind support for activities described above. Additionally, approximately 15% of the administrator overseeing the Department's management supports manufacturing businesses throughout the week, resulting in nearly \$30,000 of in-kind salary to the activities listed above.

### **FRINGE**

Fringe benefits are approximately 38% of the salaries which results in \$40,000 in in-kind fringe.

### **TRAVEL**

At least one conference attended a year benefits manufacturers within Seminole County, and this year, the team will attend the SelectUSA conference to assist our local businesses, resulting in at least a \$2,000 in-kind conference and travel expenses to benefit manufacturers/the MEP partnership.

### **SUPPLIES**

Around \$500 in supplies – office and print materials supports the personnel dedicated to assisting local manufacturers and the partnership with MEP.

### **OTHER**

Staff and MACF/MEP partners are able to utilize the entire leased space from Seminole State College, which leverages \$21,430 of in-kind rent expenses. Additionally, and as described above, the staff as well as partners using relevant market and business data warehouses we pay subscriptions for, amount to over \$25,660 in-kind resource expenses. Finally, at least \$15,000 in marketing and social media promotion of manufacturing companies in Seminole County – or support for local events providing business development opportunities - will be leveraged for this in-kind support.



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1469**

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### **Title:**

Approve and authorize the Chairman to execute a tourism development tax funding agreement with Sanford Main Street, Inc. in the amount of \$30,000 for the FY2024/25 funding allocation for marketing and advertising. Countywide (**Andrea Wesser-Brawner, Chief Innovation and Strategy Officer**)

### **Division:**

County Manager Office

### **Authorized By:**

Andrea Wesser-Brawner, Chief Innovation and Strategy Officer

### **Contact/Phone Number:**

Andrea Wesser-Brawner/407-665-7223

### **Background:**

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

Sanford Main Street, Inc. (Sanford Main Street) is a certified program under the umbrella of the Florida Main Street and Main Street America programs. It is a 501(c)3 organization and Florida Not for Profit Corporation with a seven-member voting board and three ex-officio members. The Board includes one ex-officio seat for Seminole County Tourism.

Sanford Main Street is funded via public-private partnerships, which include the City of Sanford (\$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 of facilities, or administrative expenses;
- Per Statute, funds must be used to market to visitors located outside of Seminole County;
- Sanford Main Street shall submit advertisement and promotion projects that were paid for with TDT dollars to Seminole County Tourism for review;
- Sanford Main Street shall provide and maintain an ex-officio seat on the Sanford Main Street Board for a representative of Seminole County Tourism staff; and
- Sanford Main Street shall provide quarterly Tourist Development Council meeting reports.

#### Tourist Development Council Recommendation

At the August 15, 2024 meeting, the Tourist Development Council recommended approval for funding up to a total maximum sum of \$30,000 for this grant allocation for marketing and advertising.

#### Funding History

FY2023/24 \$30,000

FY2022/23 \$50,000

FY2021/22 \$50,000

FY2020/21 \$50,000

The amount requested is budgeted in the FY2024/25 Tourism Development budget.

#### **Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a tourism development tax funding agreement with Sanford Main Street, Inc. in the amount of \$30,000 for the FY2024/25 funding allocation for marketing and advertising.



**SANFORD MAIN STREET, INC.**  
**TOURIST DEVELOPMENT TAX FUNDING AGREEMENT**  
**FY 2024-2025**

**THIS AGREEMENT** is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the “COUNTY”, and **SANFORD MAIN STREET, INC.**, a Florida not-for-profit corporation, whose principal address is 230 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as “MAIN ST.”.

**W I T N E S S E T H:**

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

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

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

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

**Section 1. Term.** The term of this Agreement is from October 1, 2024, through September 30, 2025, 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](http://www.doorlandonorth.com)) and such link shall be maintained throughout the duration of this Agreement.

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

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

**Section 5. Liability and Indemnification.**

(a) COUNTY and its Commissioners, officials, employees, and agents shall not be liable for the acts, omissions, and negligence of MAIN ST. and its officers, employees, members and agents in the performance of services provided hereunder. MAIN ST. hereby agrees, to the fullest extent permitted by law, to fully and completely indemnify, insure, and hold harmless COUNTY and its Commissioners, officials, employees and agents from and against any liability of whatsoever type or nature, howsoever arising, relating in any way to the acts or omissions of MAIN ST. and its officers, members, agents, and employees.

(b) MAIN ST. further agrees that nothing contained in this Agreement will be construed or interpreted as a waiver of COUNTY'S sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as that statute may be amended from time to time.

**Section 6. Insurance.**

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

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

services.

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

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

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

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

(b) General Requirements.

(1) Before commencing work, MAIN ST. shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit B, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the

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

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

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

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


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

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability policies.

Such policies shall provide exception to any “Insured versus Insured” exclusion for claims brought by or on behalf of Additional Insureds.

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

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

(9) Provision:  Commercial General Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section



624.4621, Florida Statutes (2024), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then MAIN ST. shall immediately notify COUNTY as soon as MAIN ST. has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as MAIN ST. has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, MAIN ST. will be deemed to be in default of this Agreement.



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

(1) Workers' Compensation/Employers' Liability.

(A) MAIN ST.'s insurance must cover MAIN ST. and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the

standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

(C) The minimum limits to be maintained by MAIN ST. are as specified in Exhibit B.



(D) If MAIN ST. asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2024), as this statute may be amended from time to time, MAIN ST. shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

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

(2) Commercial General Liability.

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

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

(C) The minimum limits to be maintained by MAIN ST. are as specified in Exhibit B.



(3) Business Auto Liability.

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

(B) If MAIN ST.'S operations involve pollutants as defined in the ISO

Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by MAIN ST. are as specified in Exhibit B.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting MAIN ST.'s liability under the provisions of Section 5 concerning indemnification or any other provision of this Agreement.

#### **Section 7. Billing and Payment.**

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

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

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


(3) Payment requests shall be sent to:

Original: 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 8. Reporting Requirements.** In the performance of this Agreement, MAIN ST. shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. MAIN ST. shall transmit and certify interim financial records to COUNTY quarterly, in accordance with quarterly Tourist Development Council meeting reports. These reports should be submitted to the Seminole County Office of Economic Development and Tourism. The reports shall set forth general MAIN ST. activities, financials, and the progress.

**Section 9. Non-Allowable Costs.**  The purpose for which Tourist Development Tax grant funds are provided to MAIN ST. shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall not be expended on wages or salaries for administrative staff, feasibility studies for facilities, or administrative expenses.

**Section 10. Unavailability of Funds.** MAIN ST. acknowledges that the Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to MAIN ST. as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received such notice of termination. In the event there

are any unused COUNTY funds, MAIN ST. shall promptly refund those funds to COUNTY or otherwise utilize such funds as COUNTY directs.

#### **Section 11. Public Records Law.**

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

(b) MAIN ST. specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

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

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

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

(4) Upon termination of this Agreement, MAIN ST. will transfer, at no cost to COUNTY, all public records in possession of MAIN ST., or keep and maintain public records

required by COUNTY under this Agreement. If MAIN ST. transfers all public records to COUNTY upon completion of this Agreement, MAIN ST. must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MAIN ST. keeps and maintains the public records upon completion of this Agreement, MAIN ST. must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

**(c) IF MAIN ST. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MAIN ST.'s DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF ECONOMIC DEVELOPMENT AND TOURISM ADMINISTRATOR, GUI CUNHA AT: (407) 665-2901, GCUNHA@SEMINOLECOUNTYFL.GOV, OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

(d) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching Party.

**Section 12. Liaison.** MAIN ST. shall submit original Request for Funds Forms and any other correspondence, to the following:

Tourism Director  
Seminole County Office of Economic Development and Tourism  
1055 AAA Drive  
Lake Mary, Florida 32746

**Section 13. Notices.**

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Sanford Main Street, Inc.  
Tourist Development Tax Funding Agreement  
FY 2024-2025  
Page 13 of 16

- (a) Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

Tourism Director  
Seminole County Office of Economic Development and Tourism  
1055 AAA Drive  
Lake Mary, Florida 32746

**For MAIN ST.:**

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

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.



(c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices. All notices shall be effective upon receipt.

**Section 14. Assignments.** Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

**Section 15. Entire Agreement.**

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



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

**Section 16. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, MAIN ST. shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to MAIN ST. as provided hereinabove.

**Section 17. Conflict of Interest.**

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



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

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

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

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

WITNESSES:

SANFORD MAIN STREET, INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
DANIEL LEWIS, President

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTEST:



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A – Seminole County Tourist Development Tax Grant Application - Sanford Main Street
- Exhibit B – Insurance Requirements
- Exhibit C – Request for Funds Form
- Exhibit D - Foreign Country of Concern Affidavit

JBN/sa

10/22/2024

T:\Users\Legal Secretary CSB\Tourism\2024\Sanford Main Street Funding Agreement 2024-2025.docx



## **Florida Main Street District** **TDT Grant Application**

**Main Street District Name:** Sanford Main St. Inc.

**Main Street District Date** 1993 Original, Reorganized in 2019

**2024 Main Street District Director:** Dan Ping

**Director Contact** [Director@SanfordMainSt.com](mailto:Director@SanfordMainSt.com) 407-710-0381

**Main Street District Address:** 230 E. 1<sup>st</sup> 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 1<sup>st</sup>).

## **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**

|   |   |
|---|---|
| <b>Main Street District Name</b>  | Sanford Main St., Inc   |
| <b>Address</b>  | 230 E. 1 <sup>st</sup> St   |
| <b>City</b>   | Sanford   |
| <b>State</b>  | FL  |
| <b>Zip Code</b>   | 32771   |
| <b>Contact Person Name</b>  | Daniel Lewis  |
| <b>Contact Person Title</b>   | President   |
| <b>Contact Phone Number</b>   | 386-237-5408  |
| <b>Main Street District Website</b>   | www.sanfordmainstreet.com   |
| <b>Do any employees of your organization work in any capacity for Seminole County government?<br/>(Any unresolved conflict of interest or conflict not reported in advance may result in termination of funding).</b> | No  |
| <b>Is this a non-profit organization?</b>   | Yes   |
| <b>Tax Code Status</b>  | 501(C)(3)   |
| <b>Is this organization tax exempt?</b>   | Yes   |
| <b>What is your Federal ID# as it appears on Form W-9?</b>  | 59-3191854  |
| <b>What are your target audiences?</b>  | Target audience primarily include FL and GA residents as well as individuals travelling into Sanford via the airlines serviced by Orlando Sanford International Airport and the Amtrak Auto Train   |
| <b>How do you intend to provide a valid estimated count of attendance and room nights at Main Street District's events?</b>   | 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.  |
| <b>Total amount of grant funding being requested from the County TDT for this Main Street District</b>  | \$50,000.00   |
| <b>Intended Use of Funds<br/>Note: Please remember to</b>   | Promotion, marketing, and programming expenses and paid advertising intended to reach beyond Seminole, Orange, Volusia, and Osceola Counties with the potential to drive overnight visitation. Planned day-trip activities to bring bus tours into Sanford from the Villages and other locales. |

|  |  |
|--|--|
| 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? | Media to be used includes, broadcast, web and regional print and distribution of promotional pieces.   |
| List all other <b>actual city/county/state/federal funding sources</b> for this Main Street District including any city/county funding.<br><br>NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.   | Funding for the 2024-2025 budget year include this grant request from the county for \$50,000, the cities tri-funding agreement for staffing at \$24,000 and from the CRA for staffing at \$24,000. The CRA also has a pilot program for Main Street with additional marketing funding at \$24,500 for a total possible government funding not to exceed \$122,500 |
| List all other <b>non-governmental contributors, sponsors, and sources of funding</b> for this Main Street District other than government funding provided above and the TDT from Seminole County.<br><br>NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.  | Local business owners, property owners, and residents  |
| What <b>additional sources of funding</b> have you sought or do you intend to seek outside of those listed above?<br>NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.   | Recognized beneficiary of of net proceeds for 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 recipients of the Main St Grant for the 2020-2021, 2021-2022, 2022-2023, and 2023-2024 season.                                       |
| In this space, please give other details on your Main Street   | Promotion of Main Street will drive additional business to Sanford thereby increasing total spend at local businesses improving their real estate |

|   |  |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
|---|--|--------------------------------------|--------------------------------------|--------------------------|----------|--------------------------------|----------|---------------------------|----------|-------------|----------|--|----|--|----|
| District that would add additional economic impact in Seminole County.  | Valuations and corresponding business tax, 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 will be creating our own visitor guides and promoting day-trips into the region. |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Tourist Development Tax Request   | \$50,000   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Contributors, sponsors and other funding sources (include in-kind)  | <table> <tr><td>City of Sanford</td><td>\$ 24000</td></tr> <tr><td>Private Industry Support</td><td>\$ 15000</td></tr> <tr><td>Signature Event</td><td>\$ 50000</td></tr> <tr><td>Seminole County TDT Grant</td><td>\$ 50000</td></tr> <tr><td>Advertising</td><td>\$ 48500</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>   | City of Sanford                      | \$ 24000                             | Private Industry Support | \$ 15000 | Signature Event                | \$ 50000 | Seminole County TDT Grant | \$ 50000 | Advertising | \$ 48500 |  | \$ |  | \$ |
| City of Sanford   | \$ 24000   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Private Industry Support  | \$ 15000   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Signature Event   | \$ 50000   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Seminole County TDT Grant   | \$ 50000   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Advertising   | \$ 48500   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
|   | \$   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
|   | \$   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| NOTE: Failure to disclose other funding may result in denying future TDT funding of events.   |  |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Total Contributor/Sponsor Funds   | <table> <tr><td>\$187500 (total including TDT grant)</td></tr> <tr><td>\$137500 (total excluding TDT grant)</td></tr> </table>   | \$187500 (total including TDT grant) | \$137500 (total excluding TDT grant) |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| \$187500 (total including TDT grant)  |  |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| \$137500 (total excluding TDT grant)  |  |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Other income sources (i.e. registration fees, ticket sales, concessions, vendor sales)  | <table> <tr><td>Membership Dues</td><td>\$1800</td></tr> <tr><td>Event Sponsors</td><td>\$2300</td></tr> <tr><td>Annual Donors</td><td>\$</td></tr> <tr><td>Grants</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>   | Membership Dues                      | \$1800                               | Event Sponsors           | \$2300   | Annual Donors                  | \$       | Grants                    | \$       |             | \$       |  | \$ |  | \$ |
| Membership Dues   | \$1800   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Event Sponsors  | \$2300   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Annual Donors   | \$   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Grants  | \$   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
|   | \$   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
|   | \$   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
|   | \$   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Total Other Income  | \$4100   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Total Income  | <table> <tr><td>\$191600 (total including TDT grant)</td></tr> <tr><td>\$141600 (total excluding TDT grant)</td></tr> </table>   | \$191600 (total including TDT grant) | \$141600 (total excluding TDT grant) |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| \$191600 (total including TDT grant)  |  |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| \$141600 (total excluding TDT grant)  |  |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Please list ALL Main Street District expenses and indicate which items will utilize TDT funds   | <table> <tr><td>Salary and Payroll cost</td><td>\$74000</td></tr> <tr><td>General &amp; Admin</td><td>\$6500</td></tr> <tr><td>Advertising &amp; Public Relations</td><td>\$75000</td></tr> <tr><td>Contingencies</td><td>\$1000</td></tr> </table>  | Salary and Payroll cost              | \$74000                              | General & Admin          | \$6500   | Advertising & Public Relations | \$75000  | Contingencies             | \$1000   |             |          |  |    |  |    |
| Salary and Payroll cost   | \$74000  |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| General & Admin   | \$6500   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Advertising & Public Relations  | \$75000  |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |
| Contingencies   | \$1000   |                                      |                                      |                          |          |                                |          |                           |          |             |          |  |    |  |    |



|               |                 |         |
|---------------|-----------------|---------|
|               | Reserves        | \$100   |
|               | Signature Event | \$35000 |
| 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:

Daniel Lewis

Title: President

Board of Directors Authorized Agent

Date: 07/22/YYYY

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 required to...



**that meet the allowable expenses in the funding agreement.**

Exhibit A

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

28 March

22 March



## FLORIDA MAIN STREET

### LETTER OF AGREEMENT

**Florida Main Street Communities  
January 2024 – December 2024**

THIS AGREEMENT, which incorporates Rule 1A-36 Florida Administrative Code (F.A.C.) is entered into and executed by the Florida Main Street (FMS) Program and the local Main Street program, hereinafter referred to as the Local Program. A copy of Rule 1A-36 may be obtained from the Bureau of Historic Preservation, or online at <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=1A-36>.

THIS AGREEMENT is for the purpose of implementing the Main Street Program in the local community, as well as maintaining the Main Street designation and affiliation with the FMS network.

Local Program not conducted in accordance with the requirements of this agreement, will be notified by the Division in writing of noncompliance and will be allowed 90 days from the date of notification to bring the Local Program back into compliance with cited requirements. All training and technical assistance to the Local Program to be provided pursuant to the Florida Main Street Agreement will be postponed during this 90-day period or until the Local Program is brought back into compliance. If, after the 90-day period has expired, the Local Program remains in non-compliance, it will be designated inactive and will not be eligible to receive on-site training and technical assistance from the Florida Main Street Program until such time as corrective actions are taken by the Local Program and it is once again conducted in accordance with the cited requirements.

#### *SECTION I*

The State agrees to do as follows:

1. Designate an FMS Coordinator to handle all communications between the community, the Florida Department of State Division of Historical Resources and the National Main Street Center (NMSC).
2. Conduct quarterly meetings and workshops to further develop the professional skills of Local Program Executive Directors, board members, and volunteers.
3. Conduct annually two one-day statewide Main Street basic training and orientations that include the Main Street Four Point Approach ® and historic preservation training for all Executive Directors, board members and volunteers.

4. Conduct a one-day annual assessment for the first three years to newly designated Local Programs to (1) assess Local Program's progress, (2) assist with work plan development, and (3) identify necessary training and technical assistance.
5. Communicate with Local Program regularly, including maintain a written Letter of Agreement between FMS and the Local Program, disseminate information from NMSC, and maintain sub-licensing agreements per requirements set forth by NMSC.
6. Collect and publish economic development reinvestment key statistics both statewide and by community.
7. Conduct and participate in local, regional and statewide conferences, training programs, and technical assistance events and conduct on-site visits, as feasible, to monitor local programs and assist the Executive Director, board of directors, and volunteers.
8. Provide on-site technical assistance services by FMS consultants. A total of four (4) technical assistance services will be provided during the first three years to newly designated Local Programs. Accredited Local Programs are eligible for on-site technical assistance services based upon availability of resources.
9. Advance the revitalization and historic preservation goal of Local Programs and of the FMS program through the Secretary of State's FMS awards Program as described in Chapter 1A-36.011 F.A.C.
10. Assist the Local Program, during the first year following designation, to apply for a competitive one-time start-up grant from the Historical Resources Small Matching Grants program to assist initial development of the Local Program.

## SECTION II

The Local Program agrees to:

*Please read the following items carefully and initial where indicated.*

- DL 1. Maintain the Local Program's focus on the revitalization of the downtown/ neighborhood commercial district utilizing the Main Street Four-Point Approach®. This should be reflected in the program's annual work plan, goals and objectives, vision, and mission statement.
- DL 2. Have an annual Resolution of Support passed by the Local Program Board of Directors, stipulating commitment to continue to follow the Main Street Four-Point Approach®.
- DL 3. Maintain broad-based community support for the Local Program with strong support from both the public and private sectors through financial contributions and in-kind support.
- DL 4. Have an annual Resolution of Support passed by the city council.
- DL 5. Develop a comprehensive annual work plan, based on the Local Program's vision and mission statements and relevant to the Local Program's organizational stage. Work plan must be electronically submitted on the online reporting system ([www.floridamainstreetreporting.com](http://www.floridamainstreetreporting.com)) by January 6th of each year of this Agreement. This Agreement becomes null and void if a work plan is not received by January 6th.
- DL 6. Possess an historic preservation ethic as evidenced by:
  - a. Having or working towards putting in place an active design assistance program;
  - b. Encouraging building renovation or rehabilitation consistent with the recommended treatments described in The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, National Park Service, U.S. Department of the Interior (revised 1990), incorporated by reference, a copy of which may be obtained from the Bureau of Historic Preservation, or online at [www.nps.gov/tps/standards.htm](http://www.nps.gov/tps/standards.htm)
  - c. Encouraging public awareness of the historic properties in the Local Program Area and the importance of their preservation;

Broad based community commitment to revitalization;  
 Inclusive leadership and organizational capacity;  
 Diverse funding and sustainable program operations;  
 Strategy-driven programming;  
 Preservation-based economic development;  
 Demonstrated impact and results.

### SECTION III

Florida Main Street and the Local Program jointly agree that:

1. This agreement may be modified only by written amendment executed by all parties hereto, and approved by the FMS Coordinator;
2. This agreement may be terminated by either party by giving written notice to the other, at least 60 days before the effective date of such termination;
3. This agreement shall not be binding upon the parties until it is approved by the Division Director
4. The term of this agreement shall be from January 1, 2024 through December 31, 2024.

IN WITNESS WHEREOF, the parties have executed this agreement.

Santa Main Street  
 Name of Local Program

1/26/24  
 Date

By:

[Signature]  
 President, signature

Daniel Lewis  
 President, print name

[Signature]  
 Executive Director, signature

Dan Ping  
 Executive Director, print name

\_\_\_\_\_  
 Director, Division of Historical Resources

\_\_\_\_\_  
 Date

Florida Main Street  
 Bureau of Historic Preservation  
 R.A. Gray Building, 4<sup>th</sup> Floor  
 500 South Bronough Street  
 Tallahassee, FL 32399

850-245-6345

[Floridamainstreet@dos.myflorida.com](mailto:Floridamainstreet@dos.myflorida.com)  
[www.floridamainstreet.com](http://www.floridamainstreet.com)



July 26, 2024

Bruce Skwarlo, Chair  
Seminole County Tourist Development Council  
1055 AAA Drive  
Heathrow, FL 32764

The city of Sanford supports Sanford Main Street, Inc. in its application for TDT funds to promote our Historic Downtown and attract more visitors to our restaurants, shops and attractions.

By adhering to Main Street America's proven 4-point approach, Sanford Main Street's efforts are helping Downtown Sanford become more economically viable. Sanford Main Street promotes and organizes events that bring people to downtown, and operates the city's Information Center, which is a resource for the nearly 800,000 people who visit Downtown Sanford annually

A TDT grant from the Seminole County Tourist Development Council would help Sanford Main Street continue its efforts to promote Downtown Sanford as a unique Seminole County destination.

Sincerely,

Art Woodruff  
Mayor  
art.woodruff@sanfordfl.gov

Form 990-N

## Electronic Notice (e-Postcard)

OMB No. 1545-2085

Department of the Treasury  
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2019

Open to Public Inspection

A For the 2019 Calendar year, or tax year beginning 2019-10-01 and ending 2020-09-30

## B Check if available

- ☐ Terminated for Business  
☒ Gross receipts are normally \$50,000 or less

C Name of Organization: SANFORD MAIN STREET INC230 1st Street, Sanford, FL,  
US, 32771

## D Employee Identification

Number 59-3191854

## E Website:

F Name of Principal Officer: Christina Hollerbach230 1st Street, Sanford, FL,  
US, 32771

**Privacy Act and Paperwork Reduction Act Notice:** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

**Note:** This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**SANFORD MAIN STREET, INC.**

**TOURIST DEVELOPMENT TAX FUNDING AGREEMENT**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

|                        |            |                       |
|------------------------|------------|-----------------------|
| Workers' Compensation: | Statutory  |                       |
| Employers' Liability:  | \$ 500,000 | Each Accident         |
|                        | \$ 500,000 | Disease Aggregate     |
|                        | \$ 500,000 | Disease Each Employee |

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

|              |   |
|--------------|---|
| \$ 1,000,000 | Combined Single Limit<br>( <u>Any Auto or Owned, Hired, and<br/>Non-Owned Autos</u> ) |
|--------------|---|

~~ End Exhibit B ~~

**"EXHIBIT C"**  
Request for Funds

SEMINOLE COUNTY TOURISM DEVELOPMENT  
1515 International Parkway, Suite 1013 Lake Mary, FL 32746

EVENT NAME \_\_\_\_\_  
 ORGANIZATION \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 NAME OF CONTACT \_\_\_\_\_ CONTACT PHONE \_\_\_\_\_  
 CONTACT E-MAIL \_\_\_\_\_  
 EVENT DATE FROM \_\_\_\_\_ TO \_\_\_\_\_  
 REQUEST # \_\_\_\_\_  
 ( ) INTERIM REPORT ( ) FINAL REPORT  
 TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

| <u>EXPENSE</u> | <u>BUDGET</u> | <u>REIMBURSEMENT REQUESTED</u> |
|----------------|---------------|--------------------------------|
| _____          | _____         | _____                          |
| _____          | _____         | _____                          |
| TOTALS         | _____         | _____                          |

(For Final Report only)

Please complete the following:

# of Hotels used \_\_\_\_\_  
 # of Hotel room nights \_\_\_\_\_  
 # of out-of-town participants \_\_\_\_\_  
 # of out-of-town fans \_\_\_\_\_  
 # of out-of-town media \_\_\_\_\_  
 Total direct economic impact \$ \_\_\_\_\_

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATE OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_



**FOREIGN COUNTRY OF CONCERN AFFIDAVIT**

Before me, a notary public, in and for the State of Florida – at large, personally appeared,

\_\_\_\_\_, and having first made due oath or affirmation, states:  
(Write Name)

1. My name is \_\_\_\_\_.  
(Write Name)
2. I am the \_\_\_\_\_ of \_\_\_\_\_.  
(Write Title) (Insert Company Name)
3. The Company was formed in \_\_\_\_\_ and is a \_\_\_\_\_.  
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
  - a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
  - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

\_\_\_\_\_  
(Signature of Affiant)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by

\_\_\_\_\_.  
(Insert Name of Affiant)

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1466**

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**Title:**

Approve and authorize the Chairman to execute a tourism development tax funding agreement with Florida Goldsboro Main Street, Inc. in the amount of \$30,000 for the FY2024/25 funding allocation for marketing and advertising. Countywide (**Andrea Wesser-Brawner, Chief Innovation and Strategy Officer**)

**Division:**

County Manager Office

**Authorized By:**

Andrea Wesser-Brawner, Chief Innovation and Strategy Officer

**Contact/Phone Number:**

Andrea Wesser-Brawner/407-665-7223

**Background:**

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

Florida Goldsboro Main Street, Inc. is a 501(c)3 organization and Florida Not for Profit Corporation with a seven-member voting board and one ex-officio member. The Board includes one ex-officio seat for Seminole County Tourism.

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 for facilities, or administrative expenses;
- Per Statute, funds must be used to market to visitors located outside of Seminole County;
- Florida Goldsboro Main Street, Inc. shall 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 provide quarterly Tourist Development Council meeting reports.

#### Tourist Development Council Recommendation

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

At the August 15, 2024 meeting, the Tourist Development Council recommended approval for funding up to a total maximum sum of \$30,000 for this grant allocation for marketing and advertising.

#### Funding History

FY 2023/24 was the first request for funding. Request was approved and authorized by 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.

The FY2024/25 amount requested is budgeted in the Tourism Development budget.

#### **Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a tourism development tax funding agreement with Florida Goldsboro Main Street, Inc. in the amount of \$30,000 for the FY2024/25 funding allocation for marketing and advertising.

**FLORIDA GOLDSBORO MAIN STREET, INC.  
TOURIST DEVELOPMENT TAX FUNDING AGREEMENT  
FY 2024-2025**

**THIS AGREEMENT** is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 principal address is 1213 Historic Goldsboro Boulevard, Sanford, Florida 32771, hereinafter referred to as “MAIN ST.”.

**W I T N E S S E T H:**

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

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

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

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

**Section 1. Term.** The term of this Agreement is from October 1, 2024, through September 30, 2025, 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](http://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 Florida Goldsboro Main Street, Inc. Board for a member of the Orlando North Seminole County Tourism staff, designated.

**Section 5. Liability and Indemnification.**

(a) COUNTY and its Commissioners, officials, employees, and agents shall not be liable for the acts, omissions, and negligence of MAIN ST. and its officers, employees, members and agents in the performance of services provided hereunder. MAIN ST. hereby agrees, to the fullest extent permitted by law, to fully and completely indemnify, insure, and hold harmless COUNTY and its Commissioners, officials, employees and agents from and against any liability of whatsoever type or nature, howsoever arising, relating in any way to the acts or omissions of MAIN ST. and its officers, members, agents, and employees.

(b) MAIN ST. further agrees that nothing contained in this Agreement will be construed or interpreted as a waiver of COUNTY'S sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as that statute may be amended from time to time.

**Section 6. Insurance.**

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

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

services.

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

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

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

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

(b) General Requirements.

(1) Before commencing work, MAIN ST. shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit B, and including the following as Certificate Holder:

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

The Certificate of Insurance must evidence and all policies must be endorsed to provide the

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

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

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

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

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


(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability policies.



Such policies shall provide exception to any “Insured versus Insured” exclusion for claims brought by or on behalf of Additional Insureds.

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

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

(9) Provision:  Commercial General Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

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

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section

624.4621, Florida Statutes (2024), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then MAIN ST. shall immediately notify COUNTY as soon as MAIN ST. has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as MAIN ST. has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, MAIN ST. will be deemed to be in default of this Agreement.



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

(1) Workers' Compensation/Employers' Liability.

(A) MAIN ST.'s insurance must cover MAIN ST. and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the

standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

(C) The minimum limits to be maintained by MAIN ST. are as specified in Exhibit B.



(D) If MAIN ST. asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2024), as this statute may be amended from time to time, MAIN ST. shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

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

(2) Commercial General Liability.

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

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

(C) The minimum limits to be maintained by MAIN ST. are as specified in Exhibit B.



(3) Business Auto Liability.

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

(B) If MAIN ST.'S operations involve pollutants as defined in the ISO

Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by MAIN ST. are as specified in Exhibit B.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting MAIN ST.'s liability under the provisions of Section 5 concerning indemnification or any other provision of this Agreement.

### **Section 7. Billing and Payment.**

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

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

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


(3) Payment requests shall be sent to:

Original: 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 8. Reporting Requirements.** In the performance of this Agreement, MAIN ST. shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. MAIN ST. shall transmit and certify interim financial records to COUNTY quarterly, in accordance with quarterly Tourist Development Council meeting reports. These reports should be submitted to the Seminole County Office of Economic Development and Tourism. The reports shall set forth general MAIN ST. activities, financials, and the progress.

**Section 9. Non-Allowable Costs.**  The purpose for which Tourist Development Tax grant funds are provided to MAIN ST. shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall not be expended on wages or salaries for administrative staff, feasibility studies for facilities, or administrative expenses.

**Section 10. Unavailability of Funds.** MAIN ST. acknowledges that the Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to MAIN ST. as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received such notice of termination. In the event there

are any unused COUNTY funds, MAIN ST. shall promptly refund those funds to COUNTY or otherwise utilize such funds as COUNTY directs.

#### **Section 11. Public Records Law.**

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

(b) MAIN ST. specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

- (1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
- (2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- (4) Upon termination of this Agreement, MAIN ST. will transfer, at no cost to COUNTY, all public records in possession of MAIN ST., or keep and maintain public records

required by COUNTY under this Agreement. If MAIN ST. transfers all public records to COUNTY upon completion of this Agreement, MAIN ST. must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MAIN ST. keeps and maintains the public records upon completion of this Agreement, MAIN ST. must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

**(c) IF MAIN ST. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MAIN ST.'s DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF ECONOMIC DEVELOPMENT AND TOURISM ADMINISTRATOR, GUI CUNHA AT: (407) 665-2901, GCUNHA@SEMINOLECOUNTYFL.GOV, OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

(d) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching Party.

**Section 12. Liaison.** MAIN ST. shall submit original Request for Funds Forms and any other correspondence, to the following:

Tourism Director  
Seminole County Office of Economic Development and Tourism  
1055 AAA Drive  
Lake Mary, Florida 32746

**Section 13. Notices.**



- (a) Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

Tourism Director  
Seminole County Office of Economic Development and Tourism  
1055 AAA Drive  
Lake Mary, Florida 32746

**For MAIN ST.:**

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

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.



(c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices. All notices shall be effective upon receipt.

**Section 14. Assignments.** Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

**Section 15. Entire Agreement.**

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

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

**Section 16. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, MAIN ST. shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to MAIN ST. as provided hereinabove.

**Section 17. Conflict of Interest.**

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



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

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

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

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

WITNESSES:

FLORIDA GOLDSBORO MAIN STREET,  
INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
KENNETH BENTLEY, President

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

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

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit A – Seminole County Tourist Development Tax Grant Application - Florida Goldsboro Main Street
- Exhibit B – Insurance Requirements
- Exhibit C – Request for Funds Form
- Exhibit D - Foreign Country of Concern Affidavit

JBN/sa;  
10/22/2024  
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## **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 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 1<sup>st</sup>).

## **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   |

|  |  |
|--|--|
| <p>room nights at Main Street District's events?</p>   | <p>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:</p> <ul style="list-style-type: none"> <li>• Class Reunions</li> <li>• Family Reunions</li> <li>• Churches Conventions</li> <li>• MLK day Parade and Reception</li> <li>• Weddings</li> <li>• Reception</li> <li>• Live Entertainment Events</li> <li>• Police and Fireman Public safety Building located on Historic Goldsboro Blvd</li> <li>• And other special events held at the Dr. Velma H. Williams Westside Community Centers</li> </ul> <p>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.</p> <p>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.</p> |
| <p>Total amount of grant funding being requested from the County TDT for this Main Street District</p> | <p>\$30,000</p>  |
| <p>Intended Use of Funds<br/>Note: Please remember to</p>  | <p>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.</p>   |



|  |  |
|--|--|
| <p>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?</p>  | <p>Will partner with Goldsboro Front Porch Inc., Area Chamber of Commerce, Sanford Police Department, Sanford Fire Department and Sanford Main Street Inc.,</p>  |
| <p>List all other <b>actual city/county/state/federal funding sources</b> for this Main Street District including any city/county funding.</p> <p>NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.</p>  | <p>This is the first year application for the Historic Goldsboro Main Street program. Received \$30,000 from the city of Sanford.</p>  |
| <p>List all other <b>non-governmental contributors, sponsors, and sources of funding</b> for this Main Street District other than government funding provided above and the TDT from Seminole County.</p> <p>NOTE: Failure to disclose other funding sources may result in denying future TDT funding of events.</p> | <p>Local business owners, donations, board members contribution Goldsboro Main Street Board Members, and friends for Goldsboro Main Street.</p> <p>Funding Sources:<br/>Seminole County Sheriff Department<br/>Dr. Willie B. Sherman, Dentist<br/>Dr. Vashaun Williams, Psychiatrist</p>       |
| <p>What <b>additional sources of funding</b> have you sought or do you intend to seek outside of those listed above?</p> <p>NOTE: Failure to disclose other funding sources may result in denying future</p>   | <p>Seeking funds and donation from local Restaurants, Churches, Police and Fire Departments. And activities sponsored at the Dr. Velma H. Williams Westside Community Center. Seeking funds from several grants: The Kellogg Foundation, Grant from PNC Bank and a Grant from Florida Blue</p> |



|  |   |
|--|---|
| 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. Last Year we received \$20,000 from TDT funds. Was awarded \$20,000. Amount spent \$19,650  |
| 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 .<br><br>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             |

**Exhibit A - Seminole County Tourist Development Tax Grant Application**

|   |  |                      |                   |
|---|--|----------------------|-------------------|
|   | Airplane. From the Orlando/Sanford International Airport. Develop marketing partnering relationship with Mr. Steve Fussell, marketing director from O.S.I. and the marketing director from Amtrak Auto Train. Mr. Dexter Martinez. |                      |                   |
| Tourist Development Tax Request   | \$30,000   | Actual               | Proposed \$30,000 |
| Contributors, sponsors and other funding sources (include in-kind)<br><br>NOTE: Failure to disclose other funding may result in denying future TDT funding of events. | City of Sanford  | \$ 30,000            | \$30,000          |
|   | Private Industry Support   |                      | \$2,500           |
|   | Signature Event  | \$2,000              | \$4,000           |
|   | Seminole County TDT Grant  | \$20,000             |                   |
|   | In-Kind Work Experience, Education, Volunteer Service/Board Members  | \$10,000             | \$10,000          |
|   | In-Kind Facility Utilities, Office Supplies, Materials, Equipment and Insurance  | \$10,000             | \$10,000          |
|   |  |                      |                   |
| Total Contributor/Sponsor Funds   | \$55,000 (total including TDT grant)   |                      |                   |
|   | \$30,000 (total excluding TDT grant) (Proposed)  |                      |                   |
|   | Event Sponsors   | \$0                  | \$5,000           |
|   | Annual Donors  | \$1,000              | \$5,000           |
|   |  |                      |                   |
|   |  |                      |                   |
|   |  |                      |                   |
| Total Other Income  | \$72,000   |                      | Proposed          |
| Total Income  | \$73,000 (total including TDT grant)   |                      |                   |
|   | \$53,000 (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   | \$20,000 (TDT funds) |                   |
|   | Contingencies  | \$19,650             |                   |
|   | Reserves   | \$350.00             |                   |
|   | Anticipated Signature Event  | \$ 4,000             |                   |
|   |  |                      |                   |
| Actual Total  | \$73,500   |                      |                   |
| Proposed  |  |                      | \$96,500          |
| Total Expensed = Actual and Proposed  |  |                      | \$170,000         |

### 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: 07/28/2024

Board of Directors Authorized Agent

Signature *Kenneth Bentley*

### 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)** Exhibit A - Single County Tourist Development Tax Grant Application

- a. External Promotion, marketing & programming
- b. External Paid advertising & media buys
- c. Acquisition of agency to execute the external (Outside of 75 mile radius) marketing campaign

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

Proof of payment includes:

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



## FLORIDA DEPARTMENT of STATE

**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](mailto:Katherine.Beck@dos.myflorida.com) or 850.245.6345.

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

Sincerely,

A handwritten signature in dark ink, appearing to read "TAP", enclosed within a large, loopy circular flourish.

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

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



CITY OF  
**SANFORD**  
OFFICE OF THE CITY MANAGER

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

Jeff Topten  
Mayor

Art Wendert  
District 1

William H. Williams  
District 2

Patrick Arnold  
District 3

Patty Mahoney  
District 4

Norton N. Bonaparte, Jr.  
City Manager

City Hall, 2nd Floor • 100 North Park Avenue • Sanford, FL 32771-1241 • P.O. Box 1785 • Sanford, FL 32772-1785  
t 407.681.3001 • f 407.681.3002 • sanfordfl.gov



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,

Commissioner, Kerry S. Wiggins, Sr.  
District 2

Sanford, Florida  
District 2  
Kerry S. Wiggins, Sr.  
Commissioner  
Office of the Mayor & City Commission





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

Sanford City Hall, 300 North Park Avenue, Sanford, Florida 32771



**MAIN STREET AMERICA**  
*and*  
**Florida Main Street**

*certify that*  
**Goldsboro**

*has been recognized as a*

**2024 Affiliate Program**  
*for meeting the standards of performance in 2023*

A handwritten signature in black ink, appearing to read "Erin Barnes".

**Erin Barnes**  
President & CEO  
Main Street America

A handwritten signature in black ink, appearing to read "Hannah White".

**Hannah White**  
Chief Impact Officer  
Main Street America

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**FLORIDA GOLDSBORO MAIN STREET, INC**  
**TOURIST DEVELOPMENT TAX FUNDING AGREEMENT**

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

|                        |            |                       |
|------------------------|------------|-----------------------|
| Workers' Compensation: | Statutory  |                       |
| Employers' Liability:  | \$ 500,000 | Each Accident         |
|                        | \$ 500,000 | Disease Aggregate     |
|                        | \$ 500,000 | Disease Each Employee |

B. Commercial General Liability Insurance:

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

C. Business Automobile Liability Insurance:

|              |   |
|--------------|---|
| \$ 1,000,000 | Combined Single Limit<br>( <u>Any Auto or Owned, Hired, and<br/>Non-Owned Autos</u> ) |
|--------------|---|

~~ End Exhibit B ~~

**"EXHIBIT C"**  
Request for Funds

SEMINOLE COUNTY TOURISM DEVELOPMENT  
1515 International Parkway, Suite 1013 Lake Mary, FL 32746

EVENT NAME \_\_\_\_\_  
 ORGANIZATION \_\_\_\_\_  
 STREET ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 NAME OF CONTACT \_\_\_\_\_ CONTACT PHONE \_\_\_\_\_  
 CONTACT E-MAIL \_\_\_\_\_  
 EVENT DATE FROM \_\_\_\_\_ TO \_\_\_\_\_  
 REQUEST # \_\_\_\_\_  
 ( ) INTERIM REPORT ( ) FINAL REPORT  
 TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

| <u>EXPENSE</u> | <u>BUDGET</u> | <u>REIMBURSEMENT REQUESTED</u> |
|----------------|---------------|--------------------------------|
| _____          | _____         | _____                          |
| _____          | _____         | _____                          |
| TOTALS         | _____         | _____                          |

(For Final Report only)

Please complete the following:

# of Hotels used \_\_\_\_\_  
 # of Hotel room nights \_\_\_\_\_  
 # of out-of-town participants \_\_\_\_\_  
 # of out-of-town fans \_\_\_\_\_  
 # of out-of-town media \_\_\_\_\_  
 Total direct economic impact \$ \_\_\_\_\_

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATE OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT**

Before me, a notary public, in and for the State of Florida – at large, personally appeared,

\_\_\_\_\_, and having first made due oath or affirmation, states:  
(Write Name)

1. My name is \_\_\_\_\_.  
(Write Name)
2. I am the \_\_\_\_\_ of \_\_\_\_\_.  
(Write Title) (Insert Company Name)
3. The Company was formed in \_\_\_\_\_ and is a \_\_\_\_\_.  
(Country and State) (List Entity, ex. LLC, INC., etc.)
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
  - a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a "Foreign Country of Concern"), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
  - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

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

\_\_\_\_\_  
(Signature of Affiant)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by

\_\_\_\_\_.  
(Insert Name of Affiant)

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1474**

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**Title:**

Approve and authorize the Chairman to execute a resolution of the Board of County Commissioners of Seminole County, Florida, approving the issuance and sale of revenue bonds in one or more series for the Galileo Schools by the Seminole County Industrial Development Authority. **(Andrea Wesser-Brawner, Chief Strategy & Innovation Officer)**

**Division:**

Innovation and Strategic Initiatives - Economic Development

**Authorized By:**

Andrea Wesser-Brawner, Chief Innovation and Strategy Officer

**Contact/Phone Number:**

Andrea Wesser-Brawner/(407) 665-2909

**Background:**

The Galileo School Foundation, Inc. is currently developing an early learning daycare facility and plans to acquire additional land adjacent to its existing school campus. These projects will be financed through Educational Facilities Revenue Bonds issued by the Authority.

The documents have been reviewed on behalf of the County by Bond Counsel. There is no need for an additional public hearing by the County. Approval of the Resolution does not obligate Seminole County to incur liability, pecuniary or otherwise, in the subject transaction.

**Requested Action:**

On behalf of the Authority, staff requests the Board approve the Resolution and approve, solely for the limited purposes of Section 147(f) of the Internal Revenue Code, the issuance by the Seminole County Industrial Development Authority of not exceeding \$5,500,000 of its Educational Facility Revenue Bonds for the principal purposes of making a loan or loans to the Galileo School Foundation, Inc. (the "Borrower") to finance or reimburse the Borrower for the costs of the Project (as such

terms are defined in the Inducement Resolution of the Authority), fund certain reserves, capitalize interest and to pay certain expenses incurred in connection with the issuance of the Bonds, which is located in the County and owned by The Galileo School Foundation, Inc.

## RESOLUTION NO. 24-[01]

A RESOLUTION BY THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (THE "AUTHORITY") PROVIDING FOR THE FINANCING AND REFINANCING OF ALL OR PART OF THE COST OF ACQUISITION, IMPROVEMENT AND EQUIPPING OF CERTAIN CHARTER SCHOOL FACILITIES FOR THE BENEFIT OF THE GALILEO SCHOOL FOUNDATION, INC. (THE "BORROWER"), THROUGH THE ISSUANCE BY THE AUTHORITY OF NOT TO EXCEED \$5,500,000 INITIAL AGGREGATE PRINCIPAL AMOUNT OF ITS EDUCATIONAL FACILITIES REVENUE BONDS (GALILEO SCHOOLS FOR GIFTED LEARNING PROJECT), IN ONE OR MORE SERIES OF TAX-EXEMPT AND/OR TAXABLE BONDS, AND FOR A LOAN BY THE AUTHORITY TO THE BORROWER IN AN AMOUNT EQUAL TO THE PRINCIPAL AMOUNT OF SUCH BONDS FOR THE PRINCIPAL PURPOSES OF FINANCING THE COSTS OF THE 2024 PROJECT; PROVIDING FOR THE RIGHTS OF THE OWNERS OF SUCH BONDS AND FOR THE PAYMENT THEREOF; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AUTHORIZING A DELEGATED NEGOTIATED SALE OF SUCH BONDS UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; DELEGATING TO THE CHAIR AND VICE-CHAIR OF THE AUTHORITY AND THEIR DESIGNEE(S) THE POWER TO APPROVE THE FINAL TERMS AND DETAILS OF THE BONDS UPON SATISFACTION OF THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL TRUST INDENTURE, A FIRST SUPPLEMENTAL LOAN AGREEMENT, THE BONDS AND OTHER RELATED INSTRUMENTS AND CERTIFICATES; PROVIDING FOR OTHER MISCELLANEOUS MATTERS IN CONNECTION WITH THE FOREGOING; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The Galileo School Foundation, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Florida ("the Borrower"), has heretofore applied to the Seminole County Industrial Development Authority ("the Authority"), to issue its Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024 (the "Series 2024 Bonds") for the principal purposes of financing and refinancing



the costs of acquisition, improvement and equipping of certain charter school facilities and sites located within Seminole County, Florida (collectively, the "2024 Project");

**WHEREAS**, in order to satisfy certain of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), a public hearing was held by the Authority on October 31, 2024, on the proposed issuance of the Series 2024 Bonds for the purposes herein stated, which date was more than seven (7) days following the first publication of notice of such public hearing in the *Orlando Sentinel*, Seminole Edition, which public hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views to be heard, both orally and in writing, for the purposes set forth therein, including the issuance of such Bonds and the location and nature of the 2024 Project; and

**WHEREAS**, it is anticipated on November 12, 2024 the Board of County Commissioners of Seminole County, Florida, the applicable elected representative to approve the issuance of the Series 2024 Bonds and the location and nature of the 2024 Project, will adopt a resolution approving the issuance of the Series 2024 Bonds; in compliance with Section 147(f) of the Code and Section 125.01(l)(z), Florida Statutes;

**IT IS, THEREFORE, DETERMINED AND RESOLVED BY THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, THAT:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Parts II, III and VII, Chapter 159, Florida Statutes, as amended, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** Unless the context otherwise requires, the terms used in this Resolution shall have the meanings specified in this section. Words importing the singular shall include the plural, words importing the plural shall include the singular, and words importing persons shall include corporations and other entities or associations.

**"2024 Project"** means the project of the Borrower referenced in subsection C(l) of Section 3 of this Resolution and as described in the First Supplemental Loan Agreement which is to be acquired, improved and equipped in the County.

**"Act"** means Chapter 159, Parts II, III and VII, Florida Statutes, as amended and supplemented, and other applicable provisions of law.

**"Authority"** means the Seminole County Industrial Development Authority, a public body corporate and politic, a public instrumentality and a local agency organized and existing under the laws of the State including, particularly, the Act, its successors and assigns.

**"Authorized Officer"** means each of the Chair, Vice Chair, Executive Director, Secretary and any Assistant Secretary of the Authority.

**"Bond Counsel"** means the law firm of Watson Sloane PLLC, Tampa, Florida.

**"County"** means Seminole County, Florida, a political subdivision of the State.

**"First Supplemental Indenture"** means the First Supplemental Trust Indenture, to be dated as of the first day of the month in which the Series 2024 Bonds are issued, supplementing that certain Trust Indenture dated as of July 1, 2021, between the Authority and the Trustee, substantially in the form attached hereto as Exhibit C and incorporated herein by reference.

**"First Supplemental Loan Agreement"** means the First Supplemental Loan Agreement, to be dated as of the first day of the month in which the Series 2024 Bonds are issued, supplementing that certain Loan Agreement dated as of July 1, 2021, between the Authority and the Borrower, substantially in the form attached hereto as Exhibit B and incorporated herein by reference.

**"Issuer's Counsel"** means the law firm of Foley & Lardner LLP, Orlando, Florida.

**"Lender "** means Origin Securities, LLC.

**"Series 2024 Bonds"** means the Seminole County Industrial Development Authority Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024, to be issued under the First Supplemental Indenture in accordance with the terms hereof and thereof.

**"State"** means the State of Florida.

**"Trustee"** means BNY Mellon Trust Company, N.A., having a corporate trust office in Jacksonville, Florida, until a successor Trustee shall have become such pursuant to the applicable provisions of the First Supplemental Indenture, and thereafter "Trustee" shall mean the successor Trustee.

**SECTION 3. FINDINGS.** It is hereby ascertained, determined and declared as follows:

A. The Authority is a public body corporate and politic, a public instrumentality and a local agency, and is duly authorized and empowered by the Act to finance or refinance, including through the issuance of revenue bonds, the acquisition, construction, reconstruction, improvement, rehabilitation, renovation, expansion and enlargement, or additions to, furnishing and equipping of any capital project, including any "project" for any "educational facility" (as the quoted terms are described in Section 159.27 of the Act), including land, rights in land, buildings and other structures, machinery, equipment, appurtenances and facilities incidental thereto, and other improvements necessary or convenient therefor, related to the economic development of the County and of the State.

B. The acquisition, improvement, and equipping of the 2024 Project and the

financing and refinancing thereof by the Authority through the issuance of the Series 2024 Bonds, pursuant to the Act, will promote and stimulate development and advance the business prosperity and economic welfare of the County and its inhabitants, increase the purchasing power and opportunities for gainful employment and otherwise contribute to the prosperity and welfare of the County and its inhabitants, and will thereby serve the public purposes of the Act.

C. Upon consideration of the documents described herein and the information presented to the Authority by the Borrower, at or prior to the adoption of this Resolution, the Authority has made and does hereby make the following findings and determinations:

(1) The 2024 Project consists of the financing and refinancing of the acquisition, improvement and equipping of certain public (charter) school facilities and the sites on which such facilities are located as well as an undeveloped site adjacent to one of the school facilities, as more particularly described in the First Supplemental Loan Agreement (the "2024 Project"), said 2024 Project being located in the County and to be owned and to be operated by the Borrower (or an entity or entities designated by the Borrower pursuant to one or more use or management agreements) in its business of providing educational services in the County through the operation of charter schools.

(2) The Borrower has represented that the 2024 Project will assist in alleviating unemployment in the County by creating new jobs and preserving existing jobs in the County, will foster the economic growth and development of the County and the State, and will serve other predominantly public purposes as set forth in the Act. It is desirable and will further the public purposes of the Act, and it will most effectively serve the purposes of the Act, for the Authority to finance and refinance the acquisition, construction and improvement of the 2024 Project and to issue and sell the Series 2024 Bonds under the First Supplemental Indenture for the purpose of providing funds to finance or refinance all or part of the cost of the 2024 Project, all as provided in the First Supplemental Loan Agreement, which contains such provisions as are necessary or convenient to effectuate the purposes of the Act.

(3) The 2024 Project is appropriate to the needs and circumstances of and shall make a contribution to, the economic growth of the County; and shall provide or preserve gainful employment and has and shall continue to serve a public purpose by providing educational facilities in the County promoting the general welfare of the State and its people as stated in the Act.

(4) As of the date hereof, the Borrower is financially responsible based on the criteria established by the Act, the Borrower is fully capable and willing (a) to fulfill its obligations under the First Supplemental Loan Agreement, and any other agreements to be made in connection with the issuance of the Series 2024 Bonds and the use of the Series 2024 Bond proceeds for (i) financing and refinancing all or a portion of the costs of the 2024 Project, (ii) funding a debt service reserve fund for the Series 2024 Bonds, and (iii) paying costs associated with the issuance of the Series 2024 Bonds, including the obligation to make loan payments or other payments in an amount sufficient in the aggregate to pay all of the interest, principal, and redemption premiums, if any, on the

Series 2024 Bonds, in the amounts and at the times required, (b) to operate, repair and maintain at its own expense the 2024 Project, and (c) to serve the purposes of the Act and such other responsibilities as may be imposed under such agreements. In making the determinations and findings set forth in this subsection (C)(4), the Authority is conclusively relying (i) on representations made by the Borrower regarding such matters, and (ii) that the Series 2024 Bonds are being marketed in minimum denominations of \$100,000 and integral multiples of \$5,000 above \$100,000 to qualified institutional buyers and/or accredited investors who are capable of making an independent analysis of the financing, in each case, without independent investigation by the Authority.

(5) The County and other local agencies will be able to cope satisfactorily with the impact of the 2024 Project and have and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the continued operation, repair and maintenance of the 2024 Project and on account of any increase in population or other circumstances resulting therefrom.

(6) Adequate provision is made under the First Supplemental Loan Agreement for the operation, repair and maintenance of the 2024 Project at the expense of the Borrower, for the payment of the principal of, premium, if any, and interest on the Series 2024 Bonds when and as the same become due, and payment by the Borrower of all other costs in connection with the financing, refinancing, installation, operation, maintenance and administration of the 2024 Project which are not being paid out of the proceeds from the sale of the Series 2024 Bonds or otherwise.

(7) The Costs of the 2024 Project to be paid or refinanced from the proceeds of the Series 2024 Bonds are and shall be "costs" of a "project" within the meaning of the Act.

(8) The principal of, premium, if any, and interest on the Series 2024 Bonds and all other pecuniary obligations under the First Supplemental Loan Agreement, the First Supplemental Indenture or otherwise, in connection with the financing and refinancing of the 2024 Project, funding a debt service reserve fund, or paying costs related to the issuance of the Series 2024 Bonds, shall be payable solely from the loan payments and other revenues and proceeds received under the First Supplemental Loan Agreement or otherwise from the operation, sale, lease or other disposition of the 2024 Project, including proceeds from insurance condemnation awards and proceeds of any foreclosure or other realization upon the Mortgage (as defined in the First Supplemental Indenture), assignments, liens and security interests under the First Supplemental Loan Agreement and the First Supplemental Indenture and related security instruments, the proceeds of the Series 2024 Bonds and income from the temporary investment of the proceeds of the Series 2024 Bonds or of such other revenues and proceeds, as pledged for such payment to the Trustee under and as provided in the First Supplemental Indenture and such other instruments, and neither the faith and credit nor the taxing power of the County, the Authority, the State or of any other political subdivision or agency thereof is pledged to the payment of the Series 2024 Bonds or of such other pecuniary obligations and none of the County, the Authority, the State or any other political subdivision or agency thereof shall ever be required or obligated to levy ad

valorem taxes on any property within its territorial limit to pay the principal of, premium, if any, or interest on such Series 2024 Bonds or other pecuniary obligations or to pay the same from any funds thereof other than such revenues, receipts and proceeds so pledged, and the Series 2024 Bonds shall not constitute a lien upon any property owned by the County, the Authority or the State or any other political subdivision or agency thereof, other than the Authority's interest in the First Supplemental Loan Agreement and the property rights, receipts, revenues and proceeds pledged therefor under and as provided in the First Supplemental Indenture and all other agreements securing the Series 2024 Bonds. The Authority has no taxing power.

(9) A delegated negotiated sale of the Series 2024 Bonds is in the best interest of the Borrower for the following reasons: the Series 2024 Bonds will be special and limited obligations of the Authority payable solely out of revenues and proceeds derived by the Authority or the Trustee pursuant to the First Supplemental Loan Agreement and the First Supplemental Indenture, and the Borrower will be obligated for the payment of all costs of the Authority in connection with the financing, refinancing, acquisition, improvement and administration of the 2024 Project which are not paid out of the sale proceeds of the Series 2024 Bonds or otherwise; the cost of issuance of the Series 2024 Bonds, which will be borne directly or indirectly by the Borrower could be greater if the Series 2024 Bonds are sold at a public sale by competitive bids than if the Series 2024 Bonds are sold on a negotiated basis, and a public sale by competitive bids would cause undue delay in the financing and refinancing of the costs of the 2024 Project; private activity revenue bonds having the characteristics of the Series 2024 Bonds such as being sold in \$100,000 minimum denominations to qualified institutional buyers and/or accredited investors are typically and usually sold at negotiated sale or privately placed; the Borrower has indicated that it may be unable to proceed with the 2024 Project unless a negotiated sale of the Series 2024 Bonds is authorized by the Authority; and authorization of a negotiated sale of the Series 2024 Bonds is necessary in order to serve the purposes of the Act.

(10) The Borrower has determined that market and other conditions are now conducive to finance and refinance all of the costs of the 2024 Project with the proceeds of the Series 2024 Bonds and now desires to proceed with the 2024 Project and such financing and refinancing.

(11) Upon adoption of this Resolution, the Authority will request that a resolution of the County be considered to approve the issuance of the Series 2024 Bonds and the location and nature of the Series 2024 Project in accordance with the provisions of Chapter 125.01(z), Florida Statutes and Section 147(f) of the Code.

(12) All requirements precedent to the adoption of this Resolution, of the Constitution and other laws of the State of Florida, including the Act, have been complied with.

(13) The purposes of the Act will be most effectively served by the acquisition, improvement and equipping and continued operation of the 2024 Project by the Borrower as independent contractor and not as agent of the Authority, as provided in

the First Supplemental Loan Agreement.

**SECTION 4. FINANCING AND REFINANCING OF 2024 PROJECT AUTHORIZED.** Subject to the conditions set forth in Section 5(B) hereof, the financing and refinancing by the Authority of the 2024 Project in the manner provided herein, in the First Supplemental Loan Agreement and the First Supplemental Indenture is hereby authorized.

**SECTION 5. DELEGATED SALE OF SERIES 2024 BONDS AUTHORIZED AND DESCRIPTION OF THE SERIES 2024 BONDS.** (A) Subject to the requirements which must be satisfied in accordance with the provisions of Section 5(B) below prior to the issuance of the Series 2024 Bonds, the Authority hereby authorizes the issuance of one or more series of Bonds to be known as the "Seminole County Industrial Development Authority Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024" for the principal purpose of providing moneys for (i) financing and refinancing the costs of the 2024 Project, (ii) funding a debt service reserve fund for the Series 2024 Bonds, and (iii) paying costs associated with the issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be issued only in accordance with the provisions hereof and of the First Supplemental Indenture and all the provisions hereof and of the First Supplemental Indenture shall be applicable thereto.

(B) Subject to full satisfaction of the conditions set forth in this Section 5(B), the Authority hereby authorizes a delegated negotiated sale of the Series 2024 Bonds pursuant to a Continuing Covenants Agreement dated as of the first day of the month in which the Series 2024 Bonds are issued, by and between the Borrower and Lender (the "Covenants Agreement") and in accordance with the terms of the First Supplemental Indenture to be substantially in the form attached hereto as Exhibit B, with such changes, amendments, modifications, omissions and additions thereto as shall be approved by an Authorized Officer in accordance with the provisions of this Section 5(B), the execution thereof being deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section 5. The Series 2024 Bonds shall not be issued until such time as all of the following conditions have been satisfied:

(1) Receipt by an Authorized Officer of a written offer to purchase the Series 2024 Bonds by the Lender, pursuant to the terms of the Covenants Agreement, said offer to provide for, among other things, (i) the issuance of not exceeding \$5,500,000 initial aggregate principal amount of Series 2024 Bonds, (ii) as of the date of issuance, an estimated true interest cost with respect to the Series 2024 Bonds of not more than 7.5% per annum, and (iii) the maturities of the Series 2024 Bonds with the final maturity no later than June 15, 2049.

(2) The issuance of the Series 2024 Bonds shall not exceed any debt limitation prescribed by law, and such Series 2024 Bonds, when issued, will be within the limits of all constitutional or statutory debt limitations.

(3) The approval of the County described in Section 3(C) hereof shall

occurred.

- (4) Receipt by an Authorized Officer of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes.

**SECTION 6. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE FIRST SUPPLEMENTAL LOAN AGREEMENT.** The First Supplemental Loan Agreement, substantially in the form attached hereto as Exhibit A with such corrections, insertions and deletions as may be approved by an Authorized Officer, such approval to be evidenced conclusively by his or her execution thereof, is hereby approved and authorized; the Authority hereby authorizes and directs one or more of the Authorized Officers, as necessary, to date and execute and to attest, the First Supplemental Loan Agreement, and to deliver the First Supplemental Loan Agreement to the Borrower; and all of the provisions of the First Supplemental Loan Agreement, when executed and delivered by the Authority as authorized herein and by the Borrower, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

**SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE FIRST SUPPLEMENTAL INDENTURE.** The First Supplemental Indenture, substantially in the form attached hereto as Exhibit B with such changes, corrections, insertions and deletions as may be approved by an Authorized Officer, such approval to be evidenced conclusively by his or her execution thereof, is hereby approved and authorized; the Authority hereby authorizes and directs one or more of the Authorized Officers, as necessary, to date and execute and to attest, the First Supplemental Indenture, and deliver the First Supplemental Indenture to the Trustee; and all of the provisions of the First Supplemental Indenture, when executed and delivered by the Authority as authorized herein, and by the Trustee, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

**SECTION 8. APPOINTMENT OF TRUSTEE; PAYMENT OF THE SERIES 2024 BONDS.** The Series 2024 Bonds shall be payable as to principal and interest in lawful money of the United States of America by BNY Mellon Trust Company, N.A., Jacksonville, Florida, as Trustee, under the First Supplemental Indenture.

**SECTION 9. AUTHORIZATION OF EXECUTION OF OTHER CERTIFICATES AND OTHER INSTRUMENTS.** Each Authorized Officer is hereby authorized and directed, either alone or jointly, under the official seal of the Authority, to execute and deliver certificates of the Authority certifying such facts as the Authority's Counsel or Bond Counsel shall require in connection with the issuance, sale and delivery of the Series 2024 Bonds, and to execute and deliver such other instruments, including but not limited to, the Tax Certificate and the Mortgage (as such terms are defined in the First Supplemental Indenture) and agreements, deeds, assignments, bills of sale and financing statements, as shall be necessary or desirable to perform the Authority's obligations under the First Supplemental Loan Agreement and the First Supplemental Indenture, and to consummate the transactions hereby authorized.

**SECTION 10. NO PERSONALLIABILITY.** No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, or the Tax Certificate, or any other certificate or other instrument to be executed on behalf of the Authority in connection with the issuance of the Series 2024 Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any elected or appointed official, officer, employee or agent of the Authority in his or her individual capacity, and none of the foregoing persons nor any elected or appointed official of the Authority executing the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, or the Tax Certificate, or any other certificate or other instrument to be executed in connection with the issuance of the Series 2024 Bonds shall be liable personally thereon or be subject to any personal liability of or accountability by reason of the execution or delivery thereof.

**SECTION 11. NO THIRD-PARTY BENEFICIARIES.** Except as otherwise expressly provided herein or in the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, or the Tax Certificate, nothing in this Resolution, or in the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, or the Tax Certificate, express or implied, is intended or shall be construed to confer upon any person, firm, corporation or other organization, other than the Authority, the Borrower, the Trustee and the owners from time to time of the Series 2024 Bonds any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, or the Tax Certificate, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Authority, the Borrower, the Trustee and the owners from time to time of the Series 2024 Bonds.

**SECTION 12. PREREQUISITES PERFORMED.** Subject to the provisions of Section 5(B) hereof, all acts, conditions and things relating to the passage of this Resolution, to the issuance, sale and delivery of the Series 2024 Bonds, the execution and delivery of the First Supplemental Loan Agreement the First Supplemental Indenture, and the Tax Certificate required by the Constitution or other laws of the State, to happen, exist and be performed precedent to the passage hereof, and precedent to the issuance, sale and delivery of the Series 2024 Bonds, the execution and delivery of the First Supplemental Loan Agreement, the First Supplemental Indenture, and the Tax Certificate, have either happened, exist and have been performed as so required or will have happened, will exist and will have been performed prior to such execution and delivery thereof.

**SECTION 13. COMPLIANCE WITH CHAPTER 218, PART III, FLORIDA STATUTES.** The Authority hereby approves and authorizes the completion, execution and filing with the Division of Bond Finance, Department of General Services of the State of Florida, at the expense of the Borrower, Bond Information Form BF 2004, and any other acts as may be necessary to comply with Chapter 218, Part III, Florida Statutes.

**SECTION 14. THE AUTHORITY.** The members of the Authority and its officers, attorneys, engineers or other agents or employees are hereby authorized to do all acts and things required of them by this Resolution, the Series 2024 Bonds, the First



Supplemental Loan Agreement, the First Supplemental Indenture, and the Tax Certificate, and to do all acts and things which are desirable and consistent with the requirements hereof or of the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, and the Tax Certificate, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein and in the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, and the Tax Certificate.

**SECTION 15. THIS RESOLUTION CONSTITUTES A CONTRACT.** The Authority covenants and agrees that this Resolution shall constitute a contract between the Authority and the owners from time to time of the Series 2024 Bonds then outstanding and that all covenants and agreements set forth herein and in the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, and the Tax Certificate to be performed by the Authority shall be for the equal and ratable benefit and security of all owners of outstanding Series 2024 Bonds, and all subsequent owners from time to time of the Series 2024 Bonds, without privilege, priority or distinction as to lien or otherwise of any of the Series 2024 Bonds over any other of the Series 2024 Bonds.

**SECTION 16. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions hereof or of the Series 2024 Bonds issued under the First Supplemental Indenture.

**SECTION 17. REPEALING CLAUSE.** All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Signature Page to Follow]

**SECTION 18. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 31st day of October 2024.

**SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

  
Chair

**ATTEST:**

  
Secretary

## EXHIBIT A

### FORM OF FIRST SUPPLEMENTAL LOAN AGREEMENT

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**SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**  
**As Issuer**

**And**

**THE GALILEO SCHOOL FOUNDATION, INC.,**  
**as Borrower**

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**FIRST SUPPLEMENTAL LOAN AGREEMENT**  
**dated as of November 1, 2024**  
**Supplementing the**  
**LOAN AGREEMENT**  
**Dated as of July 1, 2021**

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**[\$5,500,000]**  
**Seminole County Industrial Development Authority**  
**Educational Facilities Revenue Bonds**  
**(Galileo Schools for Gifted Learning Project)**  
**Series 2024**

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## **FIRST SUPPLEMENTAL LOAN AGREEMENT**

**THIS FIRST SUPPLEMENTAL LOAN AGREEMENT** (this “First Supplemental Loan Agreement”) is entered into as of November 1, 2024 by and between THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the “Issuer”), a public body corporate and politic of the State of Florida, and THE GALILEO SCHOOL FOUNDATION, INC. (the “Borrower”), a not-for-profit corporation duly organized and existing under the laws of the State of Florida.

### **RECITALS**

**WHEREAS**, the Issuer has previously issued its Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2021A, originally issued in the aggregate principal amount of \$29,480,000 (the “Series 2021A Bonds”), and its Taxable Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2021B, originally issued in the aggregate principal amount of \$165,000 (the “Series 2021B Bonds” and together with the Series 2021A Bonds, the “Series 2021 Bonds”) for the benefit of the Borrower pursuant to the terms of an Trust Indenture dated as of July 1, 2021 (the “Original Indenture”), by and between the Issuer and the Bank of New York Mellon Trust Company, N.A. as trustee (the “Trustee”). The Series 2021A Bonds Outstanding are hereinafter referred to as the “Outstanding Series 2021 Bonds”; and

**WHEREAS**, the Issuer and the Borrower have previously entered into that certain Loan Agreement dated as of July 1, 2021 (the “Original Loan Agreement”), pursuant to which the Issuer loaned the proceeds of the Series 2021 Bonds to the Borrower for the principal purpose of providing funds to the Borrower to finance and refinance the acquisition, construction and equipping of certain charter school facilities located within Seminole County, Florida; and

**WHEREAS**, the Borrower has requested that the Issuer issue its Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024 (the “Series 2024 Bonds”) in the aggregate principal amount of \$[5,500,000], pursuant to that certain First Supplemental Trust Indenture, dated as of even date herewith (the “First Supplemental Indenture”), and loan the proceeds thereof to the Borrower pursuant to the terms of the Original Loan Agreement as amended by this First Supplemental Loan Agreement (collectively, the “Loan Agreement”) for the principal purpose of financing and refinancing the costs of construction of certain improvements and equipping certain charter school facilities located in Seminole County, Florida (the “2024 Facilities”); and

**WHEREAS**, in connection with the issuance of the Series 2024 Bonds, it is necessary to supplement the Original Loan Agreement in certain respects to provide for the payment of the Series 2024 Bonds and to modify certain provisions set forth in the Original Loan Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows:

## **ARTICLE I DEFINITIONS**

**SECTION 1. DEFINITIONS.** Except as otherwise defined herein, words and terms which are defined in the Original Loan Agreement shall have the same meanings ascribed to them when used herein unless the context or use indicates a different meaning or intent. All other capitalized term used herein and not defined herein shall have the meanings assigned to such terms in the First Supplemental Indenture. In addition to the words and terms elsewhere defined in this First Supplemental Loan Agreement, the following words and terms as used herein shall have the following meanings:

“**Series 2024 Borrower Documents**” means this First Supplemental Indenture, the First Supplemental Loan Agreement, the Series 2024 Tax Certificate, the Covenants Agreement, the Compliance Agreement, the Environmental Indemnity Agreement, and the Mortgage Modification.

## **ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS**

**SECTION 2.1 REPRESENTATIONS, WARRANTIES AND COVENANTS BY THE ISSUER.** The Issuer represents, covenants and warrants for the benefit of the Borrower, the Trustee and the owners and Beneficial Owners of the Bonds that:

(a) the Issuer is a public body corporate and politic organized and existing under the laws of the State and the Act, is authorized pursuant to the Act to enter into the transactions contemplated by the Loan Agreement and the Indenture and to carry out its obligations under the Indenture and Loan Agreement, and has duly authorized the execution and delivery of this First Supplemental Loan Agreement, the Assignment of the First Supplemental Loan Agreement and the First Supplemental Indenture;

(b) pursuant to the Loan Agreement, the Issuer will loan the Borrower the proceeds of the Series 2024 Bonds through a series of Advances for the principal purposes of providing for the financing, refinancing and/or reimbursement of the costs of the 2024 Project;

(c) to finance, refinance and/or reimburse the costs of the 2024 Project, fund reserves and pay costs, the Issuer will issue \$[5,500,000] aggregate principal amount of tax-exempt Series 2024 Bonds. Nothing in this Loan Agreement shall be construed as requiring the Issuer to provide any financing for the Project other than the proceeds of the Series 2024 Bonds or to provide sufficient moneys for any or all of the costs of financing or refinancing the 2024 Project. The Series 2024 Bonds shall mature and shall bear interest, be subject to redemption prior to maturity, be secured and have such other terms and conditions as are set forth in the First Supplemental Indenture;

(d) the issuance of the Series 2024 Bonds was approved by the Issuer on October 31, 2024, and in accordance with Section 147(f) of the Code, a public hearing was held in Seminole County, Florida on October 31, 2024 on the issuance of the Series 2024 Bonds and the location and nature of the 2024 Project, at which meetings interested members of the public were given a



reasonable opportunity to be heard on the proposed issuance of the Series 2024 Bonds, the financing and refinancing plan, and the location and nature of the 2024 Project, following reasonable public notice given by publication in the Orlando Sentinel at least seven (7) days in advance of the hearing; and

(e) as of the date of this First Supplemental Loan Agreement, to the best knowledge of the Issuer, there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending against the Issuer, or threatened, by a governmental authority or to which the Issuer is a party or of which any property of the Issuer is subject, which would, if determined adversely to the Issuer, materially adversely affect, in any way, the validity and enforceability of the Bonds, the Indenture, the Loan Agreement, or any other agreement or instrument to which the Issuer is a party or the transactions contemplated hereby.

**SECTION 2.2 REPRESENTATIONS, WARRANTIES AND COVENANTS BY THE BORROWER.** The Borrower represents, warrants and covenants for the benefit of the Issuer, the Trustee, and the owners and Beneficial Owners of the Bonds, that:

(a) the Borrower is a not-for-profit corporation duly organized and in good standing under the laws of the State of Florida, is authorized by the laws of such State applicable as of the date hereof to own and operate or cause the 2024 Project to be operated as charter school facilities, has the power to enter into and to perform and observe the covenants and agreements on its part contained in the Series 2024 Borrower Documents, and by proper action has duly authorized the execution, delivery, and performance of each of the Series 2024 Borrower Documents;

(b) The officers of the Borrower executing the Series 2024 Borrower Documents are duly and properly in office and fully authorized to execute the same;

(c) The Series 2024 Borrower Documents have been duly executed and delivered by the Borrower;

(d) The rights of the Issuer under the Series 2024 Borrower Documents to be assigned to the Trustee as provided for herein, when assigned to the Trustee pursuant to the Indenture and the First Supplemental Indenture, will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower by the Trustee in accordance with their terms for the benefit of the Holders of the Bonds, and any rights of the Issuer not so assigned to the Trustee constitute the legal, valid, and binding agreements of the Borrower enforceable against the Borrower by the Issuer in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy;

(e) neither the execution and delivery of any of the Series 2024 Borrower Documents, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of any of the Series 2024 Borrower Documents, violates any law or conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of

any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement except for the Original Indenture, the First Supplemental Indenture, the Original Loan Agreement, this First Supplemental Loan Agreement and Permitted Liens;

(f) No consent or approval of any trustee or holder of any indebtedness of the Borrower or any guarantor of indebtedness of or other provider of credit or liquidity to the Borrower, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Borrower Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect;

(g) the total Cost of the 2024 Project is hereby determined not to exceed \$[5,500,000] and the financing, refinancing and/or reimbursement of such cost by the Issuer through the issuance of the Series 2024 Bonds will assist the Borrower in continuing to provide charter school facilities in the State;

(h) as of the date of this First Supplemental Loan Agreement, there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by any governmental authority to which the Borrower is a party or of which any property of the Borrower is subject, which would, if determined adversely to the Borrower, materially adversely affect, in any way, the validity and enforceability of the Series 2024 Bonds, any of the Series 2024 Borrower Documents or any other agreement or instrument to which the Borrower is a party in connection with the foregoing or the transactions contemplated hereby;

(i) All representations, warranties and certifications made by the Borrower in Section 2.02 of the Original Loan Agreement are materially true, correct, and complete in all material respects as of the date hereof;

(j) The Loan will be used by the Borrower solely to satisfy one or more of its charitable or educational purposes, which have been previously recognized by the Internal Revenue Service as bona fide charitable or educational purposes;

(k) All financial statements and information heretofore delivered to the Underwriter by the Borrower, including without limitation, information relating to the financial condition of the Borrower, the Schools, the 2024 Project and/or any guarantor, fairly and accurately present the financial position thereof and have been prepared (except where specifically noted therein) in accordance with generally accepted accounting principles consistently applied. Since the date of such statements, there has been no material adverse change in the financial condition or results of operations of the Borrower or the other subjects of such statements;

(l) Upon the issuance of the Series 2024 Bonds and the acquisition of the 2024 Project, the 2024 Project shall be owned by the Borrower free and clear of Liens, other than Permitted Liens. The rents, royalties, profits and other revenues derived or to be derived from the 2024

Project are not pledged, or in any other manner obligated, to support the payment of any Indebtedness of any Person, including Borrower other than as provided herein;

(m) as of the date of execution and delivery of this First Supplemental Loan Agreement, there exists no default or any condition or event which would constitute, with the passage of time or the giving of notice, or both, a default hereunder, under any other Borrower Document, the Series 2024 Borrower Documents, the Original Indenture or the First Supplemental Indenture;

(n) All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein;

(o) The written information, exhibit or report furnished to the Issuer by the Borrower in connection with the negotiation of the applicable 2024 Borrower Documents, as of its date or as of the date hereof, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided however no representation is made regarding any information therein furnished by the Issuer for inclusion therein;

(p) The Borrower reasonably believes that the Gross Revenues will be sufficient (without any other borrowing) to pay the principal of, prepayment premium, if any, and interest on the Loan;

(q) Except for the Loan and the indebtedness set forth in EXHIBIT D hereto, the Borrower has not borrowed or received other debt financing that has not been heretofore repaid in full;

(r) On the date of delivery of the Series 2024 Bonds, the Borrower will obtain and will have good and marketable title to the 2024 Project, free and clear from all encumbrances other than Permitted Liens

(s) the Borrower has obtained, or will obtain on or before the date required therefor, all licenses, authorizations, permits and approvals from applicable local, state and federal governmental agencies necessary to operate, or cause to be operated, the 2024 Facilities as charter school facilities as contemplated by the Series 2024 Borrower Documents and the Charter School Contracts, and the Borrower knows of no reason that such licenses, authorizations, permits and approvals will not be issued or issued in a timely manner;

(t) the Borrower is in possession of a Phase I Environmental Site Assessment which was performed on the sites relating to the 2024 Project, and other than has been specifically disclosed in such Assessments, has not revealed any contamination of such sites relating to the 2024 Project or any violation of any rules or regulations of the Environmental Protection Agency or any other Environmental Law;

(u) as of the date of delivery hereof, the Borrower (1) is an organization described in Section 501(c)(3) of the Code, (2) has received a letter from the Internal Revenue Service to that effect, which letter has not been modified, limited or revoked, (3) is in compliance with all terms, conditions and limitations (if any) contained in such letter (it being specifically represented by the Borrower hereby that the facts and circumstances which form the basis of such letter continue to exist), and (4) the Borrower is entitled to rely on such letter and is therefore exempt from federal income taxes under Section 501(a) of the Code;

(v) as of the date of delivery hereof, the Borrower is an organization (1) organized and operated exclusively for charitable purposes and not for pecuniary profit, and (2) no part of the net earnings of which inures to the benefit of any Person, private stockholder or individual, all within the meaning of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, respectively; and

(w) as of the date of delivery hereof, all employees of the Schools have undergone any and all background checks as required by the laws of the State and any other authorizer requirements.

(x) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the 2024 Project; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which the Borrower is a party or of which it is a beneficiary, including the First Supplemental Indenture; that it understands the risks inherent in such transactions; and that it has not relied on the Issuer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Borrower Documents and the First Supplemental Indenture or otherwise relied on the Issuer for any advice;

(y) All material certificates, approvals, permits and authorizations of applicable local governmental agencies, and agencies of the State and the federal government have been or will be obtained with respect to the acquisition, equipping and installation of the 2024 Project and the 2024 Project will be acquired, equipped, installed and operated pursuant to and in accordance with such certificates, approvals, permits and authorizations;

(z) The Borrower will not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series 2024 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(aa) The Borrower will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series 2024 Bonds;

(bb) The Borrower will not take or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Series 2024 Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series 2024 Bonds would have caused the Series 2024 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(cc) The Borrower will take all actions necessary to assure the exclusion of interest on the Series 2024 Bonds from the gross income of the owners of the Series 2024 Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series 2024 Bonds;

(dd) The Borrower will retain its records of all accounting and monitoring it carries out with respect to the Series 2024 Bonds for at least 3 years after the Series 2024 Bonds mature or are redeemed (whichever is earlier); however, if the Series 2024 Bonds are redeemed and refunded, the Borrower will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Series 2024 Bonds.

(ee) The Borrower will comply with the provisions of the Series 2024 Tax Certificate with respect to the Series 2024 Bonds, which is incorporated herein as if fully set forth herein.

All of the representations, warranties and covenants contained in this Section 2.2 shall survive the making of this First Supplemental Loan Agreement and the issuance of the Series 2024 Bonds.

**SECTION 2.3 ENVIRONMENTAL REPRESENTATIONS AND COVENANTS.** Except as may be described in the Phase I Environmental Site Assessment prepared by [ ] with respect to the site, neither the Borrower nor, to its knowledge, any other Person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the 2024 Project, or any part thereof except in compliance with Environmental Laws. The Borrower hereby warrants and represents that, to the best of its knowledge, it has complied and, in the future, will comply in all material respects with all applicable Environmental Laws. None of the 2024 Project has previously contained, and none of such 2024 Project now contains, any underground storage tanks (other than in compliance with all applicable Environmental Laws) and none has ever been used by the Borrower or by any other Person as a temporary or permanent storage or disposal site for any Hazardous Material. The Borrower has delivered to the Trustee all environmental reports, studies, audits and other data and information in the possession or control of the Borrower relating to the 2024 Project.

If the Trustee or Lender reasonably suspects that any violation of the Environmental Laws has occurred or is occurring involving the 2024 Project or if a default shall have occurred and be continuing which, with the passage of time or the giving of notice, or both, would constitute an Event of Default, the Trustee or the Lender shall have the right, but not the obligation, to conduct any tests or inspections of the 2024 Project at the Borrower's expense (including, without limitation, soil and other tests, borings, sampling and monitoring) in order to determine compliance with Environmental Laws or the presence thereon or therein of Hazardous Material and shall have access to the 2024 Project for such purposes.

### **ARTICLE III FINANCING AND REFINANCING THE COST OF THE 2024 PROJECT; ISSUANCE OF THE SERIES 2024 BONDS**

**SECTION 3.1 AGREEMENT TO UNDERTAKE THE 2024 PROJECT.** The Borrower agrees that it has and will acquire, improve and equip the 2024 Project described in EXHIBIT A attached hereto.

**SECTION 3.2 AGREEMENT TO ISSUE THE SERIES 2024 BONDS: APPLICATION OF THE SERIES 2024 BOND PROCEEDS.** In order to provide funds to make the Series 2024 Loan for payment of the 2024 Project, the Issuer will sell and cause to be delivered to the initial purchasers thereof, the Series 2024 Bonds. The proceeds of the Series 2024 Bonds shall be applied by the Trustee in the manner set forth in Section 3.04(a) of the First Supplemental Indenture.

Upon the terms and conditions of the Loan Agreement, the Issuer hereby makes the Series 2024 Loan to the Borrower in the initial principal amount of \$[\_\_\_\_\_], the same being the aggregate principal amount of the 2024 Initial Advance made on the Delivery Date. The Series 2024 Loan shall be subsequently increased in connection with any additional Advances authorized in the future pursuant to Section 2.11 of the Indenture, and decreased in connection with any prepayment through redemption, tender or otherwise of the principal amount of the Series 2024 Bonds; provided, however, that the total aggregate principal amount of all Advances related to the Series 2024 Bonds shall not exceed \$[5,500,000]. The Series 2024 Loan shall be deemed to have been originally made when the proceeds of the 2024 Initial Advance is delivered to the Trustee by the Beneficial Owners. Interest will accrue on the Series 2024 Loan commencing on the Delivery Date, and interest will accrue on subsequent Advances on the applicable dates when the proceeds of such Advances are deposited by the Beneficial Owners with the Trustee. The proceeds of the Series 2024 Loan shall be used, together with other available funds, as set forth herein and in the Indenture. The proceeds of each Advance related to the Series 2024 Bonds will be deposited in the Funds and/or Accounts and amounts provided in the related Advance Request and shall be held and applied in accordance with the Indenture.

**SECTION 3.3 DISBURSEMENTS FROM THE PROJECT FUND.** The Issuer has, in the First Supplemental Indenture, authorized and directed the Trustee to make payments from the Project Fund to pay (or to reimburse the Borrower for the payment of) the Cost of the 2024 Project, including costs related to the acquisition, improvement, equipment and operation of the 2024 Project. Each such payment of the Cost of the 2024 Project shall be made in accordance with the Continuing Covenants Agreement and only upon receipt by the Trustee of a requisition in the form attached hereto as EXHIBIT B signed by the Borrower Representative and approved by the Bondholder Representative.

**SECTION 3.4 OBLIGATION OF THE PARTIES TO COOPERATE IN FURNISHING DOCUMENTS TO TRUSTEE.** The Borrower agrees to cooperate with the Trustee, the Bondholder Representative, and the Issuer in furnishing to the Trustee the requisitions referred to in Sections 3.3 hereof.

**SECTION 3.5 ARBITRAGE AND TAX MATTERS.** The Borrower shall not carry on or permit to be carried on in the 2024 Project, the other facilities of the Borrower or any other property now or hereafter owned or leased by the Borrower (or with the Pledged Revenues of the Borrower, the proceeds of Series 2024 Bonds or any tax-exempt Additional Bonds, or the

proceeds of any loan refinanced with the proceeds of Series 2024 Bonds or any tax-exempt Additional Bonds), any trade or business the conduct of which would cause the interest on the Series 2024 Bonds or any tax-exempt Additional Bonds to be required to be included in the gross income of the Holders thereof for purposes of federal income taxation.

## **ARTICLE IV LOAN PAYMENTS**

### **SECTION 4.1            SERIES 2024 LOAN PAYMENTS AND OTHER AMOUNTS PAYABLE.**

(a) To provide for the repayment of the Series 2024 Loan and required deposits under the Original Indenture and Section 3.04 of the First Supplemental Indenture, the Borrower shall cause all Gross Revenues to be delivered to the Trustee, as and when received, for deposit into the School Revenue Fund, as received, to be applied in accordance with the Original Indenture and the First Supplemental Indenture. The Borrower agrees to comply with all provisions of Section 3.02 of the Original Loan Agreement in connection with the 2024 Loan, Loan Repayments and Additional Payments.

(b) Upon any acceleration of amounts due under the Original Loan Agreement and this First Supplemental Loan Agreement, the Borrower shall immediately pay as repayment of the Series 2024 Loan, for deposit as provided in the Original Indenture and the First Supplemental Indenture, an amount which, together with other moneys available under the Original Loan Agreement and this First Supplemental Loan Agreement, is sufficient to pay the entire principal of and interest on the Bonds and all other amounts payable under the Original Loan Agreement and this First Supplemental Loan Agreement and the Original Indenture and the First Supplemental Indenture, including, without limitation, Default Interest (as defined in the Original Indenture) through the date of payment.

(c) On or before any redemption date (other than a sinking fund redemption date) for which a notice of redemption has been given pursuant to the Original Indenture, the Borrower shall pay as repayment of the Series 2024 Loan, for deposit in the Principal Account, an amount which, together with other moneys available therefor in the Principal Account (and, if all Bonds of a series are called for redemption, amounts in the corresponding Subaccount of the Reserve Account, to the extent available for such purpose under the Original Indenture and the First Supplemental Indenture), is sufficient to pay the principal of and premium, if any, on the Bonds called for optional or mandatory redemption, and for deposit into the Interest Account an amount of money which, together with other moneys available therefor in the Interest Account, is sufficient to pay the interest accrued to the redemption date on the Bonds called for optional or mandatory redemption. If on any principal or interest payment date on the Bonds or the date any other amounts are payable on the Bonds the amount held by the Trustee in the Principal Account and the Interest Account is insufficient to make the required payments of principal of, premium, if any, and interest on the Bonds, the Borrower shall forthwith pay such deficiency as repayment of the Series 2024 Loan for deposit in the Principal Account or the Interest Account, as the case may be.

(d) The Borrower acknowledges the requirement to pay all other amounts due under the Original Loan Agreement as they relate to the Series 2024 Bonds.

## **ARTICLE V SPECIAL COVENANTS**

**SECTION 5.1 FURTHER ASSURANCES.** The Issuer and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledge and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this First Supplemental Loan Agreement.

### **SECTION 5.2 TAX COVENANTS.**

(a) Limitation of Expenditure of Proceeds. The Borrower covenants that not less than 95% of the net proceeds of the Series 2024 Bonds (being the face amount of the Series 2024 Bonds, plus any premium paid on the purchase of the Series 2024 Bonds, less any original issue discount and less any proceeds deposited in a reasonably required reserve fund), plus investment earnings thereon, will be paid for Qualified Project Costs.

(b) Ownership and Use of Financed Property. The Borrower will assure that the proceeds of the Series 2024 Bonds are expended so as to cause the Series 2024 Bonds to constitute "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code and covenants as follows:

(i) all property financed with the net proceeds of the Series 2024 Bonds will be owned (as ownership is determined for purposes of federal income taxation) by the Borrower, by a 501(c)(3) Organization or by a Governmental Unit;

(ii) no more than 5% of the net proceeds of the Series 2024 Bonds will be used in a manner as to cause the Series 2024 Bonds to satisfy the private business tests of Section 141(b) of the Code determined by treating, for this purpose, 501(c)(3) organizations as Governmental Units with respect to their activities that do not constitute unrelated trades or businesses within the meaning of Section 513(a) of the Code;

(iii) no part in excess of 5% of the portion of the Project financed with the Series 2024 Bonds will be used for (i) activities constituting an "unrelated trade or business," determined by applying Section 513(a) of the Code, or (ii) activities constituting any trade or business of an entity other than a 501(c)(3) Organization or a Governmental Unit;

(iv) no portion of the proceeds of the Series 2024 Bonds will be used to provide any airplane, skybox or other private luxury box, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises, within the meaning of Section 147(e) of the Code; and



(v) no portion of the proceeds of the Series 2024 Bonds will be used to finance or refinance any facility, place or building to be used primarily for sectarian instruction or study or as a place for devotional activities or religious worship.

(c) Status as a 501(c)(3) Organization. The Borrower has received a determination letter from the Internal Revenue Service classifying it as an organization (i) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code (except with respect to "unrelated business taxable income" within the meaning of Section 512(a) of the Code) and (ii) which is not a "private foundation" as defined in Section 509(a) of the Code (the "Determination Letter"). Such Determination Letter has not been modified, limited, revoked, or superseded. The Borrower has not received any indication or notice, written or oral, from representatives of the Internal Revenue Service to the effect that its exemption under Section 501(c)(3) of the Code has been modified, limited, revoked, or superseded, or that the Internal Revenue Service is considering modifying, limiting, revoking, or superseding such exemption. The Borrower is in compliance with all of the terms, conditions, and limitations, if any, contained in the Determination Letter. There has been no change in the facts and circumstances represented to the Internal Revenue Service as a basis for receiving, and which formed the basis on which the Internal Revenue Service issued, the Determination Letter relating to the status of the Borrower as an organization described in Section 501(c)(3) of the Code and as an organization which is not a "private foundation" as defined in Section 509 of the Code of a nature or to a degree as would warrant any action by the Internal Revenue Service to modify, limit, revoke or supersede such Determination Letter as it applies to the Borrower. No administrative or judicial proceedings are pending or threatened which may, in any way, adversely affect the classification of the Borrower as an organization (x) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code and (y) which is not a "private foundation" as defined in Section 509 of the Code. The Borrower is an organization organized and operated exclusively for charitable or educational purposes and not for pecuniary profit, within the meaning of the Securities Act of 1933, as amended, and no part of the net earnings of the Borrower inures to the benefit of any person, private stockholder or individual, within the meaning of Section 3(a)(4) of the Securities Act of 1933, as amended. The Borrower has consulted with counsel qualified and experienced in federal tax matters pertaining to 501(c)(3) corporations in making the determinations necessary to make these representations and covenants pertaining to complying with federal tax requirements with respect to the Bonds issued on a federally tax exempt basis.

(d) Covenant to Maintain Status of Borrower. The Borrower covenants to maintain its status as an organization described in Section 501(c)(3) of the Code and its exemption from federal income taxation under Section 501(a) of the Code.

(e) Costs of Issuance Limitation. The Borrower covenants that no portion of the proceeds of the Series 2024 Bonds will be used for Costs of Issuance of the Series 2024 Bonds in excess of an amount equal to 2% of the proceeds of the Series 2024 Bonds, within the meaning of Section 147(g)(1) of the Code. For this purpose, if underwriting or purchase fees are retained as a discount on the purchase of the Series 2024 Bonds, such retention shall be deemed to be an expenditure of proceeds of the Series 2024 Bonds for said fees.

(f) \$150,000,000 Limitation. The Borrower covenants to comply with the provisions of Section 145(b) of the Code so as to assure that the aggregate amount of bonds allocated to the Borrower does not exceed the limits specified in that Section.

(g) Post-Issuance Compliance Policies & Procedures. The Borrower hereby covenants and agrees that it will comply with and carry out all of the provisions of the Post-Issuance Compliance Policies & Procedures as described in the Series 2024 Tax Certificate.

(h) Ownership of Bonds. Neither the Borrower nor any person related to either of them within the meaning of Section 147(a)(2) of the Code, pursuant to an arrangement, formal or informal, shall purchase Bonds of the Issuer in an amount related to the total amount payable under and secured by this First Supplemental Loan Agreement.

**SECTION 5.3 NO WARRANTY BY THE ISSUER.** The Issuer makes no warranty, either express or implied, as to the 2024 Project or the condition thereof, or that the 2024 Project will be suitable for the purposes or needs of the Borrower. The Issuer makes no representation or warranty, express or implied, that the Borrower will have quiet and peaceful possession of the 2024 Project. The Issuer makes no representation or warranty, express or implied, with respect to the merchantability, condition or workmanship of any part of the 2024 Project or its suitability for the purposes of the Borrower.

**SECTION 5.4 NO LIABILITY OF ISSUER'S OFFICERS.** No recourse shall be had against any commissioner, member, director, officer, employee, agent, or counsel, past, present, or future of the Issuer, either directly or through the Issuer or otherwise for payment for or to the Issuer or any receiver thereof, or for or to any Bondholder, or otherwise, of any sum that may be due and unpaid by the Issuer upon the Bonds or under or upon any obligation, covenant, or agreement contained in this First Supplemental Loan Agreement or in any other document executed in connection therewith. Neither shall any recourse be had against any of such Persons on account of the issuance and sale of the Series 2024 Bonds or on account of any representations in connection therewith. Any and all personal liability or obligation, whether in common law or in equity, or by reason of statute or constitution or by the enforcement of any assessment or otherwise, of such commissioner, member, director, officer, employee, agent, or counsel to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Issuer or any receiver thereof, of for or to any Bondholder or otherwise, of any sum that may remain due and unpaid upon the Bonds or under any documents executed in connection with the issuance thereof is hereby expressly waived and released as a condition of and in consideration for the execution of this First Supplemental Loan Agreement and the issuance of the Series 2024 Bonds.

## **ARTICLE VI PREPAYMENT**

**SECTION 6.1 PREPAYMENT OF THE LOAN IN WHOLE OR IN PART.** In addition to the provisions of Article VII of the Original Loan Agreement, the Loan may be prepaid in whole or in part at any time by delivering to the Trustee amounts sufficient to (taking into account amounts already on deposit with Trustee and available for such purpose in accordance with Article V of the Indenture) defease a like principal amount of Bonds (as provided in Article

X of the Indenture and Article IV of the First Supplemental Indenture) to their optional redemption date provided in Section 4.02 of the Indenture.

**SECTION 6.2 REDEMPTION OF SERIES 2024 BONDS UPON PREPAYMENT.** Upon prepayment of the Loan as provided in Section 7.01 of the Original Indenture and Section 6.01 hereof, the Trustee shall, at the written direction of the Borrower, do any of the following, as applicable: (1) call all or part of the Bonds for redemption, as required by the Indenture in the respective amounts set forth in the applicable paragraph of Section 4.01 or Section 4.02 of the Original Indenture, and (2) provide for the defeasance of Bonds pursuant to Article X of the Original Indenture.

**SECTION 6.3 AMOUNT OF PREPAYMENT.** In the event of any prepayment pursuant to Section 7.01 of the Original Indenture, the amount of the Loan deemed to be prepaid shall be equal to the principal amount of Bonds defeased or redeemed as described in Section 4.01 or Section 4.02 of the Original Indenture. In the case of prepayment of the Loan in full, the Borrower shall pay to the Trustee an amount sufficient, together with other funds held by the Trustee and available for such purpose, to pay all reasonable and necessary fees and expenses (including attorneys' fees, costs and expenses) of the Issuer, the Trustee and any paying agent accrued and to accrue through final payment of the Bonds and all other liabilities of the Borrower accrued and to accrue under this Loan Agreement through final payment of the Bonds and shall pay to the Issuer an amount required by Section 3.02(c) of the Original Indenture. In the case of partial prepayment of the Loan, the Borrower shall pay or cause to be paid to the Trustee an amount sufficient, together with other funds held by the Trustee and available for such purpose, to pay expenses of redemption of the Bonds to be redeemed upon such prepayment.

The Borrower agrees that it will not prepay the Loan or any part thereof, except in amounts sufficient to redeem Bonds in whole multiples of \$5,000 and to pay any accrued interest to the redemption date.

The Borrower agrees that it in connection with the prepayment of the principal of the Loan or any portion thereof, it will pay a prepayment premium equal to the redemption premium required to redeem a like principal amount of Bonds pursuant to the Indenture.

## **ARTICLE VII EVENTS OF DEFAULT**

**SECTION 7.1 EVENTS OF DEFAULT.** In addition to all other Events of Default (as defined in the Original Loan Agreement), the failure of Borrower to comply with Section 4.1 of this First Supplemental Loan Agreement or any provision of the Covenants Agreement shall also constitute an Event of Default.

## **ARTICLE VIII MISCELLANEOUS**

**SECTION 8.1 BINDING EFFECT.** This First Supplemental Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the Borrower and their successors and assigns, subject, however, to the limitations contained in the Original Loan Agreement and herein. The Lender shall be deemed a third-party beneficiary to the terms of this First Supplemental Loan Agreement.

**SECTION 8.2 SEVERABILITY.** In the event any provision of this First Supplemental Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 8.3 ORIGINAL LOAN AGREEMENT TO REMAIN IN FORCE AND EFFECT; CONTINUING SECURITY; CONFLICTS.** Except as otherwise supplemented hereby, the provisions of the Original Loan Agreement shall remain in full force and effect. Nothing contained herein is intended or shall be construed to diminish the security granted to the Issuer or the Trustee pursuant to the Original Loan Agreement for the benefit of the Bondholders. In the event of any conflict between the provisions of the Original Loan Agreement and this First Supplemental Loan Agreement, the terms hereof shall prevail; provided, however, that no part of this sentence shall be deemed to limit or abridge the Borrower's obligations pursuant to Section 3.05 (Indemnification) of the Original Loan Agreement.

**SECTION 8.4 EXECUTION IN COUNTERPARTS.** This First Supplemental Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 8.5 GOVERNING LAW.** The Borrower agrees that this First Supplemental Loan Agreement and the First Supplemental Indenture (collectively, the "First Supplemental Financing Documents") shall be governed by and construed under the laws of the State of Florida. The Borrower hereby acknowledges that (i) the negotiation, execution and delivery of the First Supplemental Financing Documents constitutes the transaction of business within the State of Florida; (ii) any cause of action arising under any of the First Supplemental Financing Documents will be a cause of action arising from such transaction of business; (iii) the Borrower understands, anticipates and foresees that any action for enforcement of the First Supplemental Financing Documents may be brought against it in the State of Florida. To the extent allowed by law, the Borrower hereby submits itself to jurisdiction in the State of Florida for any action or cause of action arising out of or in connection with the First Supplemental Financing Documents, agrees that venue for any such action shall be in Broward County, Florida, and waives any and all rights under the laws of any state to object to jurisdiction or venue within Broward County, Florida.

**SECTION 8.6 NOTICES TO AND EFFECT OF ACTIONS BY LENDER.** Notwithstanding any provision to the contrary contained herein, any notice, request, consent, direction, waiver, approval, agreement, or other action of the Lender shall constitute and have the same effect as a notice, request, consent, direction, waiver, approval, agreement, or other action of the Beneficial Owners of the Series 2024 Bonds. No notices shall be sent to any Registered Owner of the Series 2024 Bonds (except that the Trustee may send routine balancing and payment

processing notices to DTC at such time as DTC is the Registered Owner of the Series 2024 Bonds), but the Trustee may post any such notices to the EMMA System.

**SECTION 8.7 NON-LIABILITY OF ISSUER.** PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2024 BONDS ARE LIMITED AND SPECIAL REVENUE OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE TRUST ESTATE. THE SERIES 2024 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE SCHOOL DISTRICT, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE SCHOOL DISTRICT, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE SCHOOL DISTRICT, OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. NO COVENANT OR AGREEMENT CONTAINED IN THE BONDS OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE GOVERNING BODY OF THE ISSUER NOR SHALL ANY OFFICIAL EXECUTING SUCH BONDS BE LIABLE PERSONALLY ON THE BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS.

**IN WITNESS WHEREOF**, the Issuer and the Borrower have caused this First Supplemental Loan Agreement to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

**SEMINOLE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Title: Chair

Attest:

By: \_\_\_\_\_  
Title: Secretary

[SIGNATURE PAGE TO FIRST SUPPLEMENTAL LOAN AGREEMENT]

**THE GALILEO SCHOOL FOUNDATION,  
INC.**

By: \_\_\_\_\_  
Title: Chair, Board of Directors

**EXHIBIT A**  
**DESCRIPTION OF THE 2024 FACILITIES**

**Galileo School for Gifted Learning – Early Learning Center ("Galileo ELC").**

Galileo ELC is an approximately 10,000 square foot, single story building on a 2-acre parcel adjacent to the Galileo Riverbend public charter school in Sanford, Florida located at 3900 E. State Road 46, Sanford, Florida 32771.

**Galileo Skyway Expansion.** The expansion of Galileo Skyway includes the acquisition of vacant land adjacent to Galileo Skyway public charter school in Sanford, Florida located at 3791 Skway Drive, Sanford, Florida 32773.



## **EXHIBIT B**

### **FORM OF REQUISITION FROM THE PROJECT FUND**

Requisition No. \_\_\_\_

The undersigned authorized representative of The Galileo School Foundation, Inc. (the "Borrower") hereby requests The Bank of New York Mellon Trust Company, N.A., a national banking association organized and validly existing under the laws of the United States of America, as trustee (the "Trustee") under that certain Trust Indenture dated as of July 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of November 1, 2024, each between the Seminole County Industrial Development Authority and the Trustee, to pay to the Persons listed on Schedule I attached hereto, the amounts shown for the purposes indicated from the Project Fund established and maintained under the Indenture.

The Borrower hereby certifies that (a) obligations in amounts stated in this Requisition have been incurred by the Borrower and are presently due and payable and each item is a proper charge against the Project Fund and has not been previously paid from the Project Fund; (b) there has not been filed with or served upon the Borrower any notice of claim of lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in this Requisition, that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law; (c) no Event of Default has occurred under the Loan Agreement; and (d) this requisition meets the requirements of the Loan Agreement.

All payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule I and the Trustee shall have no duty or obligation to authenticate such payment instructions or the authorization thereof.

Dated: \_\_\_\_\_

**THE GALILEO SCHOOL FOUNDATION,  
INC.**

By: \_\_\_\_\_  
Authorized Borrower Representative

SCHEDULE I  
(PROJECT FUND REQUISITION)

| <u>Item #</u> | <u>Name/Address</u> | <u>Payment Method</u> | <u>Amount</u> | <u>Purpose</u> |
|---------------|---------------------|-----------------------|---------------|----------------|
|---------------|---------------------|-----------------------|---------------|----------------|

**EXHIBIT C**  
**ESTIMATED SCHEDULE OF LOAN REPAYMENTS\***

*See attached.*

\*Actual loan repayments will be calculated based upon invoices submitted by the Lender to the Trustee.

**EXHIBIT D**

**BORROWER'S EXISTING INDEBTEDNESS**

*See attached.*

**EXHIBIT E**

**REMAINING PRINCIPAL COMPONENT SCHEDULE BY SCHOOL**

*See attached.*

EXHIBIT B

FORM OF FIRST SUPPLEMENTAL TRUST INDENTURE

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**SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**  
**As Issuer**

**And**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,**  
**as Trustee**

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**FIRST SUPPLEMENTAL TRUST INDENTURE**

**dated as of November 1, 2024**

**Supplementing the**

**TRUST INDENTURE**

**Dated as of July 1, 2021**

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**\$(5,500,000)**  
**Seminole County Industrial Development Authority**  
**Educational Facilities Revenue Bonds**  
**(Galileo Schools for Gifted Learning Project)**  
**Series 2024**

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EXHIBIT A FORM OF SERIES 2024 BONDS

EXHIBIT B FORM OF BORROWER CONSENT

EXHIBIT C FORM OF ADVANCE REQUEST

THIS FIRST SUPPLEMENTAL TRUST INDENTURE, dated as of the 1<sup>st</sup> day of November, 2024 (this “First Supplemental Indenture”), supplements the Indenture of Trust dated

as of July 1, 2021, as heretofore supplemented (the “Original Indenture” and together with the First Supplemental Indenture, the “Indenture”), by and between the SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Florida (the “Issuer”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and validly existing under the laws of the United States of America, as trustee (the “Trustee”).

## **RECITALS**

**WHEREAS**, pursuant to the Indenture, the Issuer previously issued its Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2021A, originally issued in the aggregate principal amount of \$29,480,000 (the “Series 2021A Bonds”), and its Taxable Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2021B, originally issued in the aggregate principal amount of \$165,000 ; and

**WHEREAS**, Section 2.10 of the Indenture authorizes the Issuer to issue Additional Bonds (defined in the Indenture) under the conditions set forth therein; and

**WHEREAS**, The Galileo School Foundation, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Florida (the “Borrower”) has requested that the Issuer issue its Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024 (the “Series 2024 Bonds”) in the aggregate principal amount of \$[5,500,000], to finance, refinance and/or reimburse the costs of the 2024 Project (as defined below) and pay costs of issuance of the Series 2024 Bonds in accordance with that certain First Supplemental Loan Agreement, dated as of November 1, 2024 (the “First Supplemental Loan Agreement”), between the Issuer and the Borrower; and

**WHEREAS**, in connection with the issuance of the Series 2024 Bonds, it is necessary to supplement the Original Indenture in certain respects to provide for the issuance of the Series 2024 Bonds, the application of the proceeds thereof and the modification of certain provisions thereof as they relate to the Series 2024 Bonds and the 2024 Project; and

**WHEREAS**, the Issuer and the Trustee are authorized to execute and deliver this First Supplemental Indenture and to observe and perform all of the covenants, agreements and obligations on their part to be observed and performed hereunder.

**NOW THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:**

In consideration of the premises and of the acceptance by the Trustee of the trust created by the Original Indenture, and of the purchase and acceptance of the Series 2024 Bonds by the holders thereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of declaring the terms and conditions upon which the Series 2024 Bonds are to be issued, authenticated, delivered, secured and accepted by persons who shall, from time to time, be or become holders thereof, and in order to secure the payment of the Series 2024 Bonds issued and outstanding under the Indenture, and the interest thereon, according to their tenor, purport and effect, and in order to secure the performance and observance of all the

covenants, agreements and conditions therein and herein contained, the Issuer and Trustee hereby agree as follows:

## **ARTICLE I FACTUAL RECITALS**

The Issuer hereby finds, determines and declares that:

(a) All capitalized terms used herein unless otherwise defined have the same meaning as ascribed to those terms in Article II of this First Supplemental Indenture, or if not defined herein, as defined in the Original Indenture.

(b) The provisions of the Florida Constitution, Parts II, III and VII, Chapter 159 of the Florida Statutes, as amended and other applicable provisions of law (collectively, the “Act”) authorize the Issuer to finance, refinance and/or reimburse the 2024 Project and that the financing of the 2024 Project will provide and preserve gainful employment, will promote commerce and economic development within the State of Florida (the “State”), and will serve a public purpose by providing educational facilities within the meaning of the Act and advancing the economic prosperity and the general welfare of the State and its people;

(c) The financing, refinancing and/or reimbursing of the 2024 Project is a lawful corporate purpose of the Issuer, and is authorized by the Act and the Indenture.

(d) For the purpose of providing funds to finance, refinance and/or reimburse the 2024 Project, the Issuer by Resolution No. [ ] has duly authorized and does hereby duly authorize the issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be secured by a pledge of the Payments received by the Issuer on parity with the Outstanding Series 2021 Bonds and any Outstanding Additional Bonds, and as otherwise expressly provided herein.

## **ARTICLE II DEFINITIONS**

**SECTION 2.01 DEFINITIONS; MODIFICATIONS OF CERTAIN DEFINITIONS CONTAINED IN THE SUPPLEMENTED INDENTURE.** (a) Except as otherwise defined herein, words and terms which are defined in the Original Indenture shall have the same meanings ascribed to them when used herein unless the context or use indicates a different meaning or intent. In addition to the words and terms elsewhere defined in this First Supplemental Indenture, the following words and terms as used herein shall have the following meanings unless the context or use indicates another or different meaning or intent:

“**2024 Facilities**” means, collectively, the facilities financed or refinanced in whole or in part with the proceeds of the Series 2024 Bonds as part of the 2024 Project, as more particularly described in EXHIBIT A to the First Supplemental Loan Agreement

“**2024 Initial Advance**” means the initial Advance made under the Series 2024 Bonds on the Delivery Date.

**“2024 Project”** means the acquisition, construction and equipping of the 2024 Facilities, including any improvements thereto, of certain charter school facilities more particularly identified herein located within Seminole County, Florida related to the Company’s existing educational and ancillary facilities located as more particularly described in EXHIBIT A to the First Supplemental Loan Agreement financed or refinanced with the proceeds of the Series 2024 Bonds.

**“2024 Project Component”** means, individually, as applicable, (1) the School and related campus referred to as Galileo ELC and (2) the additional land located adjacent to Galileo Skyway, as more particularly described in the First Supplemental Loan Agreement.

**“Advance”** means an Advance of the Series 2024 Bonds proceeds pursuant to Section 3.11 hereof, which shall be deemed to be an advance by the Beneficial Owners to the Issuer of proceeds of the Series 2024 Bonds to fund the Loan and, in turn, an advance by the Issuer of a portion of the Loan to the Borrower.

**“Advance Request”** means a certificate executed by a Borrower Representative and approved by the Lender requesting an additional Advance of Series 2024 Bond proceeds which shall be substantially in the form of EXHIBIT C hereof.

**“Compliance Agreement”** means the Errors and Omissions/Compliance Agreement, dated as of November 1, 2024, from the Borrower in favor of the Lender.

**“Covenants Agreement”** means the Continuing Covenants Agreement, dated as of November 1, 2024, by and between the Borrower and the Lender.

**“Final Advance Date”** means, with respect to the Series 2024 Bonds, [ ]; provided, such date may be extended by the Lender in its sole discretion and, provided further that there may be no extension beyond three years from the date of the Delivery Date unless the Lender first obtains (at Borrower's expense) a written Opinion of Bond Counsel to the effect that such extension, in and of itself, will not adversely affect any exclusion from gross income of interest on the Series 2024 Bonds for federal income tax purposes.

**“Environmental Indemnity Agreement”** means the Environmental Indemnity Agreement, dated as of November 1, 2024, by the Borrower in favor of the Lender.

**“Galileo ELC”** means the School which is a public charter school operated by the Borrower and known as “Galileo School for Gifted Learning – Early Learning Center” located at 3900 E. State Road 41, Sanford, Florida, and approved and authorized by the School Board pursuant to the applicable Charter Schools Contracts.

**“Interest Payment Date”** means, for the Series 2024 Bonds, the [20<sup>th</sup>] of each month, commencing on [December 20, 2024].

**“Lender”** means Origin Securities, LLC.

**“Mortgage Modification”** means, that certain Mortgage Modification and Spreader Agreement dated as of [November 20, 2024] by the Borrower, as Mortgagor, in favor of the

Trustee, as Mortgagee, creating a lien on the 2024 Project in favor of the Trustee on behalf of the Bondholders.

**“Original Indenture”** means the Indenture of Trust dated as of July 1, 2024, by and between the Issuer and the Trustee.

**“Original Loan Agreement”** means the Loan Agreement dated as of July 1, 2021, by and between the Issuer and the Borrower.

**“Principal Payment Date”** means, with respect to the Series 2024 Bonds, the [20<sup>th</sup>] day of each month, commencing on [December 20, 2026].

**“Series 2024 Bonds”** means the Seminole County Industrial Development Authority Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024, in an amount of \$[5,500,000].

**“Series 2024 Borrower Documents”** means this First Supplemental Indenture, the First Supplemental Loan Agreement, the Series 2024 Tax Certificate, the Compliance Agreement, the Environmental Indemnity Agreement, the Covenants Agreement, and the Mortgage Modification.

**“Series 2024 Borrower Resolutions”** means the resolutions or other authorizing, inter alia, action adopted by the governing board of the Borrower authorizing reimbursement of certain capital expenditures by the Borrower, the purchase of the 2024 Project, the Series 2024 Loan and the execution and delivery of the Series 2024 Borrower Documents being executed in connection with the Series 2024 Bonds.

**“Series 2024 Cost of Issuance Fund”** means the Series 2024 Cost of Issuance Fund created pursuant to Section 3.03 hereof.

**“Series 2024 Loan”** means the loan by the Issuer to the Borrower of the proceeds from the sale of the Series 2024 Bonds (exclusive of accrued interest paid by the initial purchasers of any Series 2024 Bonds) pursuant to the Loan Agreement.

**“Series 2024 Project Fund”** means the Series 2024 Project Fund created pursuant to Section 3.03 hereof.

**“Series 2024 Reserve Account Requirement”** means, with respect to the Series 2024 Bonds, \$[\_\_\_\_\_], which is an amount equal to [\_\_\_\_\_].

**“Series 2024 Subaccount of the Interest Account”** means the Series 2024 Subaccount of the Interest Account created pursuant to Section 3.03 hereof.

**“Series 2024 Sinking Subaccount of the Principal Account”** means the Series 2024 Sinking Subaccount of the Principal Account created pursuant to Section 3.03 hereof.

**“Series 2024 Subaccount of Reserve Account”** means the Series 2024 Subaccount of the Reserve Account created pursuant to Section 3.03 hereof.

**“Series 2024 Tax Certificate”** means the Tax Certificate and Agreement relating to the Series 2024 Bonds dated the date of issuance of the Series 2024 Bonds, between the Issuer and the Borrower.

(b) The following terms contained in the Original Indenture are hereby modified in connection with the issuance of the Series 2024 Bonds, the construction and installation of the 2024 Project and the execution and delivery of the Mortgage Modification with Section 9.01(e) of the Original Indenture:

**“Borrower Documents”** means, collectively, the Loan Agreement, the Borrower Resolutions, the Charter Schools Contracts, the Tax Certificate, the Continuing Disclosure Agreement, the Bond, the Purchase Agreement, the Mortgage and the Series 2024 Borrower Documents.

**“Determination of Taxability”** means, with respect to the Series 2021A Bonds, the Series 2024 Bonds or any other series of Tax-Exempt Bonds, (i) subject to (a) and (b) below, the enactment of legislation or the adoption of final regulations or a final decision, ruling or technical advice by any federal judicial or administrative authority that has the effect of requiring interest on the Series 2021A Bonds or the Series 2024 Bonds to be included in the gross income of the Beneficial Owner for federal income tax purposes or (ii) the receipt by the Issuer and Trustee of a written opinion of nationally recognized bond counsel selected by the Borrower and approved by the Issuer to the effect that the interest on a Tax-Exempt Bond must be included gross income for federal income tax purposes. A Determination of Taxability will not result from the inclusion of interest on the Series 2021A Bonds or the Series 2024 Bonds (a) in the computation of the alternative minimum tax imposed by Section 55 of the Code, the branch profits tax on foreign corporations imposed by Section 884 of the Code or the tax imposed on the net passive income of certain S corporations under Section 1375 of the Code or (b) as a result of a change to a federal statute or tax law by federal legislation passed into law after the date of execution and delivery hereof. Therefore, a change in federal statute or tax law by federal legislation passed into law after the issuance of the Series 2021A Bonds or the Series 2024 Bonds that adversely effects the federal tax-exempt status thereof does not result in a Determination of Taxability under this Indenture. A Determination of Taxability is not, in of itself, an Event of Default hereunder or under the Loan Agreement.

**“Indenture”** means the Indenture of Trust dated as of July 1, 2021, between the Issuer and the Trustee, together with all indentures supplemental thereto or amendatory thereof as therein permitted, including without limitation, this First Supplemental Indenture.

**“Loan”** means (i) the loan by the Issuer to the Borrower of the proceeds from the sale of the Series 2021 Bonds (exclusive of accrued interest paid by the initial purchasers of any Series 2021 Bonds) pursuant to the Loan Agreement and (ii) the Series 2024 Loan.

**“Loan Agreement”** means (i) the Original Loan Agreement, as originally executed or as it may from time to time be supplemented, modified or amended subject to and in accordance with the terms thereof and Section 6.06(b) of the Indenture and (ii) the First Supplemental Loan Agreement.

**“Maturity Date”** means, (i) with respect to the Series 2021A Bonds, June 15, 2056; (ii) with respect to the Series 2021B Bonds, June 15, 2024; (iii) with respect to the Series 2024 Bonds, [November 20, 2031]; and (iv) with respect to any Series of Additional Bonds, the date specified in the Supplemental Indenture authorizing such Series of Additional Bonds.

**“Mortgage”** means, collectively, (i) that certain Mortgage, Assignment of Rents, Fixture Filing and Security Agreement dated as of July 1, 2021, by the Borrower, as Mortgagor, in favor of the Trustee, as Mortgagee, creating a lien on the Project in favor of the Trustee on behalf of the Bondholders and (ii) the Mortgage Modification, as each may be supplemented or amended from time to time, in accordance with their terms.

**“Project Component”** means, individually, as applicable, (1) the School and related campus referred to as Galileo Riverbend, (2) the School and related campus referred to as Galileo Skyway, (3) the 2024 Project Component, and (4) any other Project Component identified pursuant to a Supplemental Indenture related to Additional Bonds.

**“School”** or **“Schools”** means, individually, as applicable, (i) Galileo Riverbend, (ii) Galileo Skyway, (iii) Galileo ELC, and (iv) any other public charter School or Schools owned by the Borrower using facilities, which are financed or refinanced with the proceeds of the Series 2021 Bonds, the Series 2024 Bonds, or any Additional Bonds issued under this Indenture.

**“Tax Certificate”** means (i) the Tax Certificate and Agreement relating to the Series 2021A Bonds dated the date of issuance of the Series 2021 Bonds, between the Issuer and the Borrower, (ii) the Series 2024 Tax Certificate, and (iii) any tax certificate or agreement executed and delivered in connection with the issuance of any Additional Bonds, as may be amended or supplemented in accordance with their respective terms.

**“Tax-Exempt Bonds”** means the Series 2021A Bonds, the Series 2024 Bonds, and any additional Bonds the interest payable on which is intended as of the date of issuance thereof, to be excluded from the income of the Holders thereof for federal income tax purposes.

**SECTION 2.02 USE OF PHRASES.** Words of the masculine gender used herein shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words “Series 2024 Bond,” “Bondholder,” “Holder,” “registered owner,” and “person” shall include the plural as well as the singular number, and the word person shall include corporations and associations, including public bodies, as well as persons. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this First Supplemental Indenture and not solely to the particular portion thereof in which any such word is used. Any percentage of Series 2024 Bonds specified herein for any purpose is to be calculated on the unpaid Series 2024 Bond then Outstanding.

### **ARTICLE III**

#### **FORM OF THE SERIES 2024 BONDS AND AUTHORIZATION OF THE SERIES 2024 BONDS; TRANSFER OF THE SERIES 2024 BONDS**

**SECTION 3.01 FORM OF THE SERIES 2024 BONDS.** The Series 2024 Bonds shall be substantially in the respective forms set forth in EXHIBIT A with variations, omissions

and insertions as are permitted or required by this First Supplemental Indenture or deemed necessary by the Trustee, in substantially the form attached hereto as EXHIBIT B. The Series 2024 Bonds shall be executed in the name and on behalf of the Issuer, by the manual or facsimile signature, by at least two members of the Issuer in their official capacities. Any Series 2024 Bond may be signed (manually or facsimile), sealed or attested on behalf of the Issuer by any Person who, as the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such Person may have ceased to hold such office.

**SECTION 3.02 AUTHORIZED AMOUNT OF BONDS.** The total principal amount of the Series 2024 Bonds that may be issued hereunder is hereby expressly limited to, and the amount hereby authorized to be issued shall be, \$[5,500,000].

The Series 2024 Bonds shall be issued in Authorized Denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, except that a Series 2024 Bonds may be exchanged after mandatory redemption for a Series 2024 Bond in a denomination of less than \$100,000 but in \$5,000 integral multiples to the extent necessary to represent the unredeemed portion of any Series 2024 Bond.

**SECTION 3.03 ESTABLISHMENT OF FUNDS AND SUBACCOUNTS.** The Issuer hereby establishes and creates the following Funds and Subaccounts for the Series 2024 Bonds, all of which shall be special trust funds and accounts held by the Trustee:

- (a) Series 2024 Project Fund;
- (b) Series 2024 Subaccount of the Reserve Account;
- (c) Series 2024 Cost of Issuance Fund;
- (d) Series 2024 Sinking Subaccount of the Principal Account; and
- (e) Series 2024 Subaccount of the Interest Account.

**SECTION 3.04 AUTHORIZATION OF THE SERIES 2024 BONDS; BOOK ENTRY ONLY SYSTEM OF REGISTRATION; PAYMENT.** (a) There is hereby authorized to be issued hereunder and secured hereby an issue of bonds in one series, designated as the "Seminole County Industrial Development Authority Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024,". The Series 2024 Bonds shall be issuable only as fully registered bonds in Authorized Denominations. The Series 2024 Bonds shall be separately lettered "R" and shall be numbered separately from 1 upward.

Interest on the Series 2024 Bonds shall accrue from and including the date of issuance to the date of payment in full and retirement of the Series 2024 Bonds; provided, however, that interest shall accrue only with respect to the amount Advanced and outstanding under the Series 2024 Bonds in accordance with the terms hereof and of the Loan Agreement. Interest on the Series 2024 Bonds shall be payable monthly on each Interest Payment Date, commencing [December 20, 2024].



The Series 2024 Bonds shall have a final maturity of [November 20, 2031], and the principal thereof shall be payable in annual installments on each Principal Payment Date in accordance with the Series 2024 Bonds, subject to adjustment to reflect Advances.

Interest on the Series 2024 Bonds shall be computed on the basis of a 360-day year composed of twelve 30-day months. Series 2024 Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been paid, or if no interest has been paid, from the date of the Series 2024 Bonds.

The Series 2024 Bonds are being issued as draw-down bonds, the purchase price of which shall be Advanced from time to time as further provided in Section 3.11 hereof. By acceptance of the Series 2024 Bonds, such initial Beneficial Owners agree to make Advances pursuant to the terms of Section 3.11 hereof, the First Supplemental Loan Agreement, and the Covenants Agreement.

The outstanding principal amount of the Series 2024 Bonds shall be increased by the amount of each respective Advance made, but (i) the total aggregate amount of all Advances with respect to the Series 2024 Bonds made hereunder (and, therefore, the principal amount of the Series 2024 Bonds) shall not exceed \$[5,500,000]. An amount that has been Advanced and then repaid shall not be again Advanced.

On the Delivery Date, the initial Beneficial Owners shall transfer the proceeds of the 2024 Initial Advance to the Trustee in accordance with written instructions delivered to the Trustee in the form of a closing memorandum or similar instrument signed by a Borrower Representative and approved in writing by the Lender. Proceeds from the 2024 Initial Advance Bonds in the amount of \$[ ] shall be deposited as follows:

(1) An amount equal to \$[ ] shall be deposited into the Series 2024 Cost of Issuance Fund;

(2) An amount equal to \$[ ] shall be deposited into the Series 2024 Project Fund; and

(3) An amount equal to \$[ ] shall be deposited into the Series 2024 Subaccount of the Reserve Account.

(b) After execution, the Series 2024 Bonds shall be deposited with the Trustee for authentication, but before authentication and delivery by the Trustee there shall be filed with the Trustee the following:

(i) a copy of the resolution of the governing board of the Borrower authorizing the issuance of the Series 2024 Bonds and the execution and delivery of the Series 2024 Borrower Documents;

(ii) a certified copy of the resolution(s) of the Issuer authorizing the issuance of the Series 2024 Bonds and the execution and delivery of the First Supplemental Loan Agreement and this First Supplemental Indenture;

(iii) original executed counterparts of the First Supplemental Loan Agreement and this First Supplemental Indenture;

(iv) a copy of the executed Mortgage Modification to be filed in the public records of Seminole County, Florida, and a pro-forma title insurance policy;

(v) an executed copy of the written request of and authorization by the Issuer to the Trustee to authenticate and deliver the Series 2024 Bonds;

(vi) the approving Opinion of Bond Counsel delivered in connection with the issuance of the Series 2024 Bonds and any reliance letter relating thereto;

(vii) an opinion of Borrower's Counsel; and

(viii) such other closing documents and opinions of counsel as the Trustee, the Issuer, counsel to the Issuer, the Lender, or Bond Counsel may reasonably specify.

(c) The Series 2024 Bonds shall be originally issued in Book Entry Form and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company.

The Series 2024 Bonds are subject to prior redemption as set forth herein. The Series 2024 Bonds shall be substantially in the form and tenor herein recited with such appropriate variations, omissions and insertions as are permitted or required by this First Supplemental Indenture.

**SECTION 3.05 SERIES 2024 COST OF ISSUANCE FUND.** The Borrower shall deposit to the Series 2024 Cost of Issuance Fund \$[ ] from proceeds of the Series 2024 Bonds. The Trustee shall transfer amounts from the Series 2024 Cost of Issuance Fund as directed by the Borrower. The Trustee shall keep and maintain adequate records pertaining to the Series 2024 Cost of Issuance Fund, and all payments therefrom, which shall be open to inspection by the Issuer, the Borrower, the Registered Owners of the Series 2024 Bonds, the Beneficial Owners of the Series 2024 Bonds, or their duly authorized agents during normal business hours of the Trustee. If any funds remain in the Series 2024 Cost of Issuance Fund on the earlier of the receipt by the Trustee of a certificate of the Borrower stating that all of the costs of issuance have been paid or ninety (90) days from the date of the 2024 Initial Advance, the Trustee shall transfer any funds remaining in the Series 2024 Cost of Issuance Fund to the Series 2024 Project Fund and close the Series 2024 Cost of Issuance Fund.

**SECTION 3.06 CUSTODY OF THE SERIES 2024 COST OF ISSUANCE FUND.** The Series 2024 Cost of Issuance Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer authorizes and directs the Trustee, on the requisition of the Borrower Representative, to withdraw sufficient funds from the Series 2024 Cost of Issuance Fund to pay the costs incurred in connection with the authorization, issuance and sale of the Series 2024 Bonds, which authorization and direction the Trustee hereby accepts.

**SECTION 3.07 USE OF MONIES IN THE PRINCIPAL ACCOUNT AND THE INTEREST ACCOUNT.** Except as provided in this Section 3.07 and in the Original Indenture, monies in the Principal Account shall be used solely for the payment of the principal of and premium, if any, on the Bonds, and monies in the Interest Account shall be used solely for

payment of the interest on the Bonds. Monies in the Series 2024 Subaccounts of the Principal Account and the Interest Account shall be used solely for the payment of principal of and interest on the Series 2024 Bonds.

**SECTION 3.08 PAYMENTS INTO THE RESERVE ACCOUNT.** There shall be deposited into the Series 2024 Subaccount of the Reserve Account \$[ ] of proceeds of the Series 2024 Bonds. During the final year of maturity of the Series 2024A Bonds the Trustee shall credit the Bond Principal Fund each month with 1/12 of the amount on deposit in the Series 2024 Subaccount of the Reserve Account.

The Series 2024 Reserve Requirement, as it relates to the Series 2024 Bonds, is \$[ ]. The monies in the Series 2024 Subaccount of the Reserve Account secures only the Series 2024 Bonds.

**SECTION 3.09 SERIES 2024 PROJECT FUND.** (a) Proceeds of Advances under the Series 2024 Bonds shall be deposited in the Series 2024 Project Fund as set forth herein and as may be further provided in the corresponding Advance Request. In addition, there shall be deposited in the Series 2024 Project Fund any moneys required to be (i) deposited in the Project Fund pursuant to the provisions of any Supplemental Indenture authorizing the issuance of Additional Bonds or (ii) transferred to the Project Fund pursuant to the investment provisions of this Indenture, and all other moneys the Borrower may make available in their discretion to pay the reasonable or necessary costs incidental to the acquisition, improvement or equipping of the Project and all other necessary and incidental expenses in connection with the foregoing. (b) Any moneys remaining in the Series 2024 Project Fund on the earlier of (i) the date the Borrower provides written notice to the Trustee that they will not make any further requisitions from the Series 2024 Project Fund or (ii) November [20], 2026, shall (a) be transferred to the Series 2024 Subaccount of the Principal Account and used to redeem the Series 2024 Bonds on the next succeeding Interest Payment Date on which such Series 2024 Bonds shall be subject to redemption if such amount exceeds \$100,000, or (c) be transferred to the Series 2024 Subaccount of the Interest Account if less than \$100,000. Upon the occurrence of any of the foregoing, the Trustee shall close the Series 2024 Project Fund.

**SECTION 3.10 REBATE FUND.** In addition to the provisions of Section 3.16 of the Original Indenture, the Tax Certificate may be superseded or amended by a certificate of the Borrower, accompanied by an Opinion of Bond Counsel addressed to the Borrower and the Trustee to the effect that the use of said new certificate will not adversely affect the exclusion of interest on the Series 2024A Bonds from gross income of the recipients thereof for purposes of federal income taxation.

**SECTION 3.11 ADVANCES.**

(a) *General.* Pursuant to the terms hereof and of the Loan Agreement, the Beneficial Owners have agreed to purchase the Series 2024 Bonds from the Issuer pursuant to a series of Advances made to the Borrower to finance and refinance (including reimbursement) the Cost of

the Project, capitalized interest, and costs of issuance of such Series 2024 Bonds as further provided herein.

The outstanding principal amount of the Series 2024 Bonds shall be increased by the amount of each respective Advance made, but (i) the total aggregate amount of Advances with respect to the Series 2024 Bonds made hereunder, (and, therefore, the principal amount of the Series 2024 Bonds) shall not exceed \$[5,500,000]. An amount that has been Advanced and then repaid shall not be again Advanced. The disbursement of each Advance shall be deemed to be a purchase at par of an equivalent principal amount of the applicable Series 2024 Bond. The Beneficial Owners' commitment to fund Advances shall commence on the date hereof and shall expire and terminate on the earlier of (1) the date that the aggregate amount of Advances with respect to the Series 2024 Bonds equals \$[5,500,000], and (2) the Final Advance Date. The commitment to make Advances may be suspended after the occurrence and during the continuance of an Event of Default and shall be subject in all respects to the terms and provisions of the Loan Agreement.

(b) *Initial Advances.* On the Delivery Date, proceeds of the 2024 Initial Advance shall be transferred by the initial Beneficial Owners to the Trustee in the amounts and as further provided in the form of a written closing memorandum or similar instrument signed by a Borrower Representative. The Trustee shall deposit such proceeds in the Funds and/or Accounts specified in such closing memorandum to be applied to pay costs of issuance associated with the Series 2024 Bonds and pay certain costs associated with the 2024 Project as provided therein.

(c) *Subsequent Advances.* After the 2024 Initial Advance, each subsequent Advance under the Series 2024 Bonds shall be funded upon the Lender's receipt and approval of an Advance Request; provided, the aggregate amount of all Advances hereunder with respect to the Series 2024 Bonds, including the 2024 Initial Advance, shall not exceed \$[5,500,000].

The Advances on the Series 2024 Bonds shall be made no more than once per 30 days.

Each Advance Request shall be delivered by the Borrower to the Lender for approval (with a copy to the Trustee) in accordance with the Loan Agreement and the Covenants Agreement.

The Lender's approval of each Advance Request shall be subject to the conditions set forth in the Loan Agreement. Upon satisfaction of such conditions, the Lender shall execute its approval of such Advance Request. Advances shall be funded on a Business Day. The Beneficial Owners, on behalf of the Issuer, shall deliver the proceeds of each Advance to the Trustee in immediately available funds for deposit into such Fund and/or Account or Funds and/or Accounts as shall be specified in the applicable Advance Request or as otherwise provided in such Advance Request. All disbursements to the Borrower of Advance proceeds from any Fund and/or account shall be made pursuant to a requisition or as otherwise provided in the Indenture, the Loan Agreement and the Covenants Agreement. If necessary to reflect the terms of any Advance, the Trustee, at the direction of the Lender, shall replace the principal payment schedule attached to the Series 2024 Bonds and any of the other Borrower Documents with amended versions. So long as the book entry system is in effect for the Series 2024 Bonds, the Borrower shall cause the Trustee to arrange for an increase to the principal amount of such Outstanding Series 2024 Bonds corresponding to

the amount of any Advances made hereunder on the records of the Depository following the Depository's then current procedures.

#### **ARTICLE IV REDEMPTION OF SERIES 2024 BONDS**

**SECTION 4.01      OPTIONAL REDEMPTION.** The Series 2024 Bonds shall be subject to Optional Redemption prior to maturity, at the direction of the Borrower, in whole or in part at any time on or after November [20], 2024, but before November [20], 2025, at a redemption price of 105%, at any time on or after November [20], 2025, but before November [20], 2026, at a redemption price of 104%, at any time on or after November [20], 2026, but before November [20], 2027, at a redemption price of 103%, at any time on or after November [20], 2027, but before November [20], 2028, at a redemption price of 102%, at any time on or after November [20], 2028, but before November [20], 2029, at a redemption price of 101% and on or after November [20], 2029 through and including the date prior to maturity at a redemption price of 100%, plus, in each case, all accrued interest thereon to, but not including, the redemption date.

#### **ARTICLE V PARTICULAR COVENANTS**

**SECTION 5.01      ORIGINAL INDENTURE APPLICABLE TO SERIES 2024 BONDS.** The Series 2024 Bonds are issued in compliance with Section 9.01 of the Original Indenture as Additional Bonds having a lien on the assets and Payments ranking on parity with the lien of the Outstanding Series 2021 Bonds. Except with respect to the separate Funds and Subaccounts established herein for the Series 2024 Bonds or the Series 2021 Bonds, the Series 2024 Bonds shall be entitled to the same benefit and security of the Original Indenture as the Outstanding Series 2021 Bonds, and all of the provisions of the Original Indenture, except to the extent inconsistent with the provisions of this First Supplemental Indenture, are hereby made a part of this First Supplemental Indenture as fully and to the same extent as if such provisions were incorporated verbatim herein.

#### **ARTICLE VI MISCELLANEOUS**

**SECTION 6.01      BINDING EFFECT.** This First Supplemental Indenture shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their successors and assigns, subject, however, to the limitations contained herein.

**SECTION 6.02      REFERENCES TO LOAN, PROJECT AND FACILITIES.** Any and all references in the Original Indenture to "Loan" shall specifically include the Series 2024 Loan, as described in this First Supplemental Indenture and in the First Supplemental Loan Agreement. Any and all references to Project shall specifically include the 2024 Project, as described in the First Supplemental Loan Agreement. Any and all references to Facilities shall specifically include the 2024 Facilities, as described in this First Supplemental Indenture and in the First Supplemental Loan Agreement.

**SECTION 6.03 SEVERABILITY.** In the event any provision of this First Supplemental Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 6.04 EXECUTION IN COUNTERPARTS.** This First Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 6.05 GOVERNING LAW.** The First Supplemental Indenture shall be governed by the laws of the State of Florida without regard to conflict of laws principals.

**SECTION 6.06 TITLES, HEADINGS, ETC.** The titles and headings of the articles, sections and subsections of this First Supplemental Indenture have been inserted for the convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

[Signature pages to follow]

**IN WITNESS WHEREOF**, the Issuer has executed this Indenture by causing its name to be hereunto subscribed by its Chair and by causing the official seal of the Issuer to be impressed hereon and attested by its Secretary and, in token of its acceptance of the trusts created hereunder, the Trustee has caused this Indenture to be signed in its name by an officer hereunto duly authorized, all as of the day and year first above written.

**SEMINOLE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Chair

Attest:

By: \_\_\_\_\_  
Secretary

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee**

By: \_\_\_\_\_  
Title



**EXHIBIT A**  
**FORM OF BOND**

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

Except as provided in the Indenture herein described, upon any transfer of a Beneficial Owner's (as defined in the Indenture) interest in this Bond, the purchaser thereof shall be deemed to have certified to the Trustee and acknowledged, represented and agreed with the Borrower, the Issuer and the Underwriter (as such terms are defined in the Indenture described herein) that such purchaser is acquiring this Bond for its own account and that it is (a) a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act"), or (b) an "accredited investor," as defined in Rule 501(a) of the 1933 Act.

REGISTERED

No. R-\_\_\_\_\_ \$ \_\_\_\_\_

**SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**  
**EDUCATIONAL FACILITIES REVENUE BONDS**  
**(GALILEO SCHOOLS FOR GIFTED LEARNING PROJECT),**  
**SERIES 2024**

| <b>Rate of Interest</b> | <b>Maturity Date</b> | <b>Dated Date</b> | <b>CUSIP</b> |
|-------------------------|----------------------|-------------------|--------------|
| Variable                | November 20, 2031    | _____, 2024       | [_____]      |

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ DOLLARS

The Seminole County Industrial Development Authority (the "Issuer"), a public body corporate and politic created in and existing under the laws of the State of Florida (the "State"), for value received, hereby promises to pay (but only out of the Loan Repayments and other assets pledged therefor as hereinafter mentioned) to CEDE & CO. or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter mentioned), the principal

sum of \_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_) or such lesser amount as shall have been Advanced hereunder (as defined in the hereinafter defined Indenture), in lawful money of the United States of America; and to pay interest thereon (but only from said Loan Repayments and other assets pledged therefor) in like lawful money from the date hereof until payment of such principal sum shall be discharged as provided in the Indenture as defined below, at the rate stated above, payable on the [20<sup>th</sup>] of each month, commencing on [December 20, 2026]. The principal or redemption price (as set forth in the Indenture) hereof is payable at the Corporate Trust Office (as defined in the Indenture) of The Bank of New York Mellon Trust Company, N.A. (together with any successor trustee as provided in the Indenture the "Trustee"). Interest hereon is payable by check mailed on each interest payment date to the Registered Owner hereof as of the last day of the month immediately preceding the month in which such interest payment date occurs (except with respect to defaulted interest) (the "Record Date") at the address appearing on the bond registration books maintained by the Trustee; provided, however, that the holder of \$1,000,000 or more in aggregate principal amount of the Bonds may be paid by wire transfer to an account within the United States of America upon written request filed with the Trustee at least one Business Day before the Record Date for the applicable interest payment date.

The principal amount of this Bond may be Advanced from time to time pursuant to the terms of the Indenture, provided, however, that the aggregate principal amount of this Bond shall not exceed \$[5,500,000] and no Advances shall be made after the Final Advance Date (as defined in the Indenture). The principal amortization schedule attached to this Bond as Schedule 1 shall be adjusted by Trustee after the Final Advance Date in the event less than \$5,500,000 has been Advanced to reflect an aggregate principal amortization equal the outstanding principal amount of all Advances and pro-rata reductions will be made to each scheduled payment to reflect that less than \$5,500,000 has been advanced.

Undefined capitalized terms used herein shall have the meanings assigned to such terms in the Indenture.

From the date hereof until repaid in full, the per annum interest rate to be applied to the unpaid principal balance of this Bond will equal the quotient of 79% times 30-Day Average SOFR (defined below) plus the quotient of 79% times the Margin of 2.85% (the "Interest Rate"), with a minimum Interest Rate of 3.55%.

Origin Securities, LLC (the "Bank"), as initial holder of this Bond, shall have the right to make any technical, administrative or operational changes from time to time that the Bank decides may be appropriate to reflect the adoption and implementation of SOFR or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice or in such other manner as the Bank decides is reasonably necessary. Notwithstanding anything to the contrary herein or in the Indenture or Loan Agreement, any amendments implementing such technical, administrative or operational changes will become effective without any further action or consent of the Borrower. The Bank shall provide notice to the Borrower of any such amendment reasonably promptly after such amendment becomes effective.

If the Bank determines (which determination shall be final and conclusive) that (i) SOFR cannot be determined pursuant to its definition, or (ii) any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or

administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impracticable for the Bank to make or maintain or fund loans based on SOFR, the Bank may require an amendment to this Agreement to replace SOFR with Federal Funds Rate. Any such amendment shall be in writing, shall specify the date that the Federal Funds Rate is effective and shall be executed by the Borrower and the Bank. Until the Federal Funds Rate is effective, amounts bearing interest with reference to SOFR will continue to bear interest with reference to SOFR as long as SOFR is available.

The Bank shall have the right to make any technical, administrative or operational changes from time to time that the Bank decides may be appropriate to reflect the adoption and implementation of SOFR or the Federal Funds Rate or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice or in such other manner as the Bank decides is reasonably necessary. Notwithstanding anything to the contrary herein, any amendments implementing such technical, administrative or operational changes will become effective without any further action or consent of the Borrower, the Issuer or the Trustee. The Bank shall provide notice to the Borrower, the Issuer and the Trustee of any such amendment reasonably promptly after such amendment becomes effective.

Notwithstanding any provision of this Bond to the contrary, in no event shall the Interest Rate exceed the maximum rate allowed by applicable law. For the avoidance of doubt, in no event shall the effective Interest Rate on this Bond be less than 3.55% per annum.

For purposes of this Bond:

"Federal Funds Rate" means, for any day, the rate per annum (rounded upwards, if necessary, to the next 1/100th of 1% but not less than zero) equal to the weighted average of the rates on overnight Federal funds transactions with member banks of the Federal Reserve System arranged by Federal funds brokers, as published by the Federal Reserve Bank of New York (or a successor administrator of 30-Day Average SOFR, referred to herein as "FRBNY") on the next succeeding Business Day or if such rate is not so published for any Business Day, the Federal Funds Rate for such day shall be the average rounded upwards, if necessary, to the next 1/100th of 1% of the quotations for such day on such transactions received by Origin Bank from three Federal funds brokers of recognized standing selected by Origin Bank.

"Payment Date" means the \_\_\_\_ day of each month.

"SOFR" shall mean a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of 30-Day Average SOFR).

"30-Day Average SOFR" means, as of any date of determination, the rate of interest per annum determined by the Lender as the compounded average of SOFR over a rolling calendar day period of thirty (30) days, as such rate is published by the FRBNY (or a successor administrator of 30-Day Average SOFR) as of the date that is two (2) U.S. Government

Securities Business Days before each Payment Date; provided that such rate may be adjusted from time to time in Lender's sole discretion for then-applicable reserve requirements, deposit insurance assessment rates, and other regulatory costs.

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday, or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

The interest rate shall be re-set effective as of each Payment Date but shall initially be determined as if the date first written above were a Payment Date. Interest shall be calculated on the basis of three hundred sixty (360) days per year paid in arrears and for the actual number of days elapsed.

If any installment under this Bond is not received by the holder hereof within fifteen (15) calendar days after the installment is due, the Borrower shall pay to the holder hereof a late charge of five percent (5%) of such installment, or \$10.00 whichever is greater, such late charge to be immediately due and payable without demand by the holder hereof.

If at any time after the date of issuance hereof there should be any change in the maximum marginal rate of federal income tax applicable to the taxable income of the Bank, its successors or assigns ("Bondholder Tax Rate"), then the Interest Rate in effect hereunder from time to time as herein provided, shall be adjusted by the Bank (upward or downward, as the case may be), effective as of the effective date of any such change in the Bondholder Tax Rate, by multiplying the Interest Rate by the product of (i) one minus the Bondholder Tax Rate multiplied by (ii) 1.26582. The Bondholder Tax Rate on the Delivery Date is 21%.

PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS ARE LIMITED AND SPECIAL REVENUE OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE TRUST ESTATE.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE SCHOOL DISTRICT, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE SCHOOL DISTRICT, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE SCHOOL DISTRICT, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. NO COVENANT OR AGREEMENT CONTAINED IN THIS BOND OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE GOVERNING BODY OF THE ISSUER NOR SHALL ANY OFFICIAL EXECUTING SUCH BONDS BE LIABLE PERSONALLY ON THE BONDS OR BE SUBJECT

TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS.

NO RECOURSE UNDER OR UPON ANY OBLIGATION, COVENANT, OR AGREEMENT CONTAINED IN THE BOND DOCUMENTS, OR UNDER ANY JUDGMENT OBTAINED AGAINST THE ISSUER, OR THE ENFORCEMENT OF ANY ASSESSMENT, OR ANY LEGAL OR EQUITABLE PROCEEDINGS BY VIRTUE OF ANY CONSTITUTION OR STATUTE OR OTHERWISE, OR UNDER ANY CIRCUMSTANCES UNDER OR INDEPENDENT OF THE INDENTURE, SHALL BE HAD AGAINST ANY BOARD MEMBER, OFFICER, EMPLOYEE, AGENT, OR COUNSEL AS SUCH, PAST, PRESENT, OR FUTURE OF THE ISSUER, EITHER DIRECTLY OR THROUGH THE ISSUER OR OTHERWISE, FOR THE PAYMENT FOR OR TO THE ISSUER OR ANY RECEIVER THEREOF, OR FOR OR TO THE OWNER OF ANY BOND ISSUED HEREUNDER, OR OTHERWISE, OF ANY SUM THAT MAY BE DUE AND UNPAID BY THE ISSUER UPON ANY SUCH BOND. ANY AND ALL PERSONAL LIABILITY OF EVERY NATURE WHETHER AT COMMON LAW OR IN EQUITY OR BY STATUTE OR BY CONSTITUTION OR OTHERWISE OF ANY SUCH BOARD MEMBER, OFFICER, EMPLOYEE, AGENT, OR COUNSEL, AS SUCH, TO RESPOND BY REASON OF ANY ACT OR OMISSION ON HIS PART OR OTHERWISE, FOR THE PAYMENT FOR OR TO THE OWNER OF ANY BOND ISSUED HEREUNDER OR OTHERWISE OF ANY SUM THAT MAY REMAIN DUE AND UNPAID UPON THE BOND HEREBY SECURED OR ANY OF THEM IS, BY THE ACCEPTANCE HEREOF, EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND IN CONSIDERATION FOR THE EXECUTION OF THE INDENTURE AND THE ISSUANCE OF THE BONDS.

This Bond is one of a series of bonds entitled "Seminole County Industrial Development Authority Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024" herein called the "Series 2024 Bonds"), limited in aggregate principal amount to \_\_\_\_\_ dollars (\$ \_\_\_\_\_). The Series 2024 Bonds are issued pursuant to a Trust Indenture dated as of July 1, 2021, as supplemented by that certain First Supplemental Trust Indenture, dated as of [November 1, 2024], each by and between the Issuer and the Trustee (each as amended and supplemented, collectively called the "Indenture"). The Series 2024 Bonds are issued for the purpose of making a loan to The Galileo School Foundation, Inc., a Florida not for profit corporation (herein called the "Borrower"), pursuant to a Loan Agreement dated as of July 1, 2021, as supplemented by that certain First Supplemental Loan Agreement dated as of November 1, 2024 (each as amended and supplemented, collectively called the "Loan Agreement"), each between the Issuer and the Borrower, for the purposes and on the terms and conditions set forth therein.

The Series 2024 Bonds are all issued under and are equally and ratably secured and entitled to the protection and benefits provided by the Indenture to the extent and in the manner provided in the Indenture. As provided in the Indenture and subject to the conditions specified therein, additional series of Bonds ("Additional Bonds") may be issued under the Indenture and will rank equally and on a parity with each other and with the Series 2021A Bonds and the Series 2024 Bonds to the extent and in the manner provided in the Indenture. The Series 2021 Bonds, the Series 2024 Bonds and all Additional Bonds are hereinafter collectively referred to as "Bonds." Reference is hereby made to the Indenture (a copy of which is on file at said Corporate Trust

Office) and all indentures supplemental thereto, to the Loan Agreement (a copy of which is on file at said Corporate Trust Office) and to the Act for a description of the rights thereunder of the Holders and Beneficial Owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Issuer thereunder, to all the provisions of which Indenture and Loan Agreement the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Series 2024 Bonds and the interest thereon are secured by an assignment and pledge of Trust Estate consisting of (i) the rights and interest of the Issuer under the Loan Agreement (excluding the Reserved Rights), (ii) the rights, title and interest of the Issuer in the Facilities, subject to Permitted Liens (excluding the Reserved Rights), and (iii) all of the Payments and any other amounts (excluding the Reserved Rights) held in any fund or account established pursuant to the Indenture (other than the Rebate Fund), subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

The Series 2024 Bonds are subject to redemption prior to their stated maturity, at the times and redemption prices, upon the notice and subject to the terms and conditions set forth in the Indenture. If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture. The Indenture provides that in certain events such declaration and its consequences may be rescinded.

The Bonds are issuable only as fully registered Bonds in denominations as set forth in the Indenture. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Bonds may be exchanged, at the Corporate Trust Office, for a like aggregate principal amount of Bonds of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by such person's attorney duly authorized in writing, at the Corporate Trust Office, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided herein and in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a Bond or Bonds, of authorized denomination or denominations and for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

The Issuer and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Issuer and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the provisions of the Act and by the Constitution and laws of the State of Florida, and that the amount of this Bond, together with all other indebtedness of the Issuer, does not exceed any limit

prescribed by the Act, or by the Constitution and laws of the State of Florida, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Trustee.

This Bond shall be construed in accordance with and governed by the Constitution and the laws of the State of Florida applicable to contracts made and performed in the State of Florida.

IN WITNESS WHEREOF, the Seminole County Industrial Development Authority has caused this Bond to be executed by its Chair by his/her manual or facsimile signature, has caused its official seal to be impressed or reproduced hereon, and has caused this bond to be attested by its Secretary by his/her manual or facsimile signature, all as of the Dated Date set forth above.

**SEMINOLE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Title: Chair

Attest:

By: \_\_\_\_\_  
Title: Secretary



**[FORM OF TRUSTEE'S CERTIFICATE OF  
AUTHENTICATION AND REGISTRATION]**

This is one of the Bonds described in the within-mentioned Indenture, which has been authenticated and registered this \_\_\_ day of November 2024.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee**

By: \_\_\_\_\_  
Authorized Signatory

**[FORM OF ASSIGNMENT]**

For value received the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_

(print or type name, address, taxpayer identification no.  
and zip code of assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)  
\_\_\_\_\_ attorney, to transfer the same on the books of the Trustee with full power of substitution  
in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

BOND: The signature to the  
assignment must correspond to  
the name as written on the face  
of this Bond in every particular,  
without any alteration or change  
whatsoever.

Signature Guaranteed By: \_\_\_\_\_

BOND: The signature(s) to the assignment must be guaranteed by an eligible guarantor  
institution.

**EXHIBIT B**

**CONSENT OF  
THE GALILEO SCHOOL FOUNDATION, INC.**

In connection with the execution of the First Supplemental Trust Indenture dated as of November 1, 2024, between the Seminole County Industrial Development Authority (the “Authority”) and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), the undersigned on behalf of The Galileo School Foundation, Inc., hereby consent to the provisions contained therein.

Dated as of November 1, 2024

[Signature Page follows]

THE GALILEO SCHOOL FOUNDATION, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT C

FORM OF ADVANCE CERTIFICATE

\_\_\_\_\_, 20\_\_

Origin Securities, LLC  
Fort Walton Beach, Florida

Seminole County Industrial Development Authority  
Orlando, Florida

The Bank of New York Mellon Trust Company, N.A.

[\_\_\_\_\_, \_\_\_\_\_]

Re: Seminole County Industrial Development Authority Educational  
Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project),  
Series 2024 (the "Series 2024 Bonds")

This request is being delivered to you in connection with the above-captioned Series 2024 Bonds issued by the Seminole County Industrial Development Authority (the "Issuer"). The Bonds were issued pursuant to the provisions of an Indenture of Trust dated as of July 1, 2021, as supplemented by the First Supplemental Trust Indenture dated as of November 2, 2024 (collectively, the "Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Unless otherwise defined herein, all capitalized terms used in this request have the same meaning as set forth in the Indenture.

In accordance with Section 2.11 of the Indenture, the undersigned, as an authorized Borrower Representative, hereby requests an Advance under the Series 2024 Bonds be made on \_\_\_\_\_, 20\_\_ (the "Advance Date") as follows:

2024 Project Advance Request No: [\_\_\_\_]

Amount of Advance Requested: \$ \_\_\_\_\_

Total Advanced to Date: \$ \_\_\_\_\_

and the proceeds of such Advance shall be delivered to the Trustee and deposited in the Funds held under the Indenture as follows:

\$ \_\_\_\_\_ shall be deposited into the Series 2024 Project Fund created pursuant to Section 3.03 of the Indenture for payment of costs associated with the 2024 Project.

The undersigned Borrower Representative hereby certifies that as of the Advance Date (A) the Borrower has taken no action, or omitted to take any action, to cause an Event of Default; (B) no change in federal tax law has occurred which would adversely affect the exclusion from gross income of interest on the Series 2024 Bonds; (C) no Event of Default has occurred and is continuing; and (D) all conditions to this request contained in the Indenture, the Loan Agreement and the Covenants Agreement have occurred or will occur

prior to the Advance Date; (E) the total amount of Series 2024 Bonds issued under the Indenture does not exceed [TOTAL OF ALL 2024 DRAWS MADE]; and (F) all supporting documentation required by the Covenants Agreement is attached hereto.

**THE GALILEO SCHOOL FOUNDATION,  
INC.,** a Florida not-for-profit corporation

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**APPROVED:**

**ORIGIN SECURITIES, LLC,** as Lender

By: \_\_\_\_\_  
Name:  
Title:  
Date:

## **SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

**OCTOBER 31, 2024**

A meeting of the Seminole County Industrial Development Authority (the “Authority”) was held in the SSC Heathrow Campus, 1055 AAA Drive, in the Seminole County Economic Development Hub, Heathrow, Florida, commencing at 8:35 A.M. on October 31, 2024.

Board members present at the meeting were:

Andrew Van Gaale, Chairman  
Cole Copertino  
Brian Hacker  
Bob Levy  
Ed Schuckman

The members in attendance constituted a quorum for the meeting.

Also present at the meeting were Tracy Turk, past Secretary to the Authority; Esteban Saldarriaga, Seminole County Office of Economic Development & Tourism; Taylor Pancake, Foley & Lardner LLP as counsel to the Authority; Michelle Nunez, Principal and CEO of the Galileo School; Joe MacLaren, Board Member for the Galileo School; Jay Glover for PFM, financial advisor to the Galileo School; and Brian Watson of the law firm of Watson Sloane as bond counsel.

Mr. Van Gaale served as Chairman.

The Chairman asked for a motion to approve the minutes of the Authority’s meeting held on May 17, 2022, copies of which were provided to each member of the Board prior to the meeting. Upon motion duly made by Ed Shuckman and seconded by Brian Hacker, the minutes of that meeting were unanimously approved as written.

The first order of business was discussion regarding the requested approval of new project presented by The Galileo School Foundation, Inc. (the “Borrower”), including the development of an early learning and daycare facility and the acquisition of additional land adjacent to the school campus and the financing of such projects with Educational Facilities Revenue Bonds to be issued by the Authority (the “Project”). Michelle Nunez provided an overview of the proposed Project and answered questions from the board members. Jay Glover provided details regarding the financing structure proposed by the Borrower, and Brian Watson provided additional information regarding the proposed timeline for Project.

After completion of such discussions, the Chairman then announced that it was the time set for a public TEFRA hearing for the purpose of considering the Project. The TEFRA hearing was opened, and no one appeared for or in opposition to the Project. The Chairman then announced that the public hearing was closed.

The Authority then considered proposed a written Resolution of the Authority (the "Resolution") providing final approval by the Authority of the issuance of up to \$5,500,000 in aggregate principal amount of Educational Facilities Revenue Bonds and a loan of the proceeds of such bonds to the Borrower for the principal purposes of financing and refinancing the costs of acquisition, improvement and equipping of certain charter school facilities and sites located within Seminole County, Florida (collectively, the "Bond Transaction"), a copy of which Resolution was provided to each member of the Board prior to the meeting. Following additional discussion by the Board, the Chairman requested a motion to approve the Resolution. Upon motion duly made by Ed Schuckman and seconded by Brian Hacker, the Resolution was unanimously approved as written.

Finally, the Chairman called for nominations for election of officers of the Authority. Cole Copertino made a motion to appoint Andrew Van Gaale as the Chairman of the Authority, Ed Schuckman as Vice Chairman of the Authority, and Esteban Saldarriaga as Secretary of the Authority until each resigns or is replaced. Such motion was seconded by Ed Schuckman and unanimously approved.

The Chairman opened the meeting for any other new business. Mr. Saldarriaga confirmed there was no new business.

The meeting was thereafter properly adjourned at approximately 8:58 a.m.



Esteban Saldarriaga, Secretary  
Seminole County Industrial Development Authority



**RESOLUTION NO. 2024-R-\_\_\_\_\_**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA APPROVING THE ISSUANCE AND SALE OF REVENUE BONDS IN ONE OR MORE SERIES BY THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, AS REQUIRED BY SECTION 147(f) OF THE INTERNAL REVENUE CODE, AS AMENDED; AND PROVIDING FOR OTHER RELATED MATTERS.

**WHEREAS**, the Seminole County Industrial Development Authority (the "Authority") is a body corporate and politic of Seminole County, Florida ("Seminole County") created by Seminole County pursuant to Part III of Chapter 159, Florida Statutes, as amended, with the power to issue revenue bonds for the purposes of financing or refinancing the costs of a "project" as defined in Parts II and III of Chapter 159, Florida Statutes, as amended; and

**WHEREAS**, The Galileo School Foundation, Inc., a Florida not-for-profit corporation (collectively, the "Borrower"), has requested the Authority to issue its not exceeding \$5,500,000 aggregate principal amount of Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), (the "Bonds") in one or more series for the principal purposes of making a loan or loans to the Borrower to finance or reimburse the Borrower for the costs of the 2024 Project (as such terms are defined in the Resolution of the Authority described below), and to pay certain expenses incurred in connection with the issuance of the Bonds; and

**WHEREAS**, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the elected legislative body of the governmental unit which has jurisdiction over the area in which the facility financed or refinanced with the proceeds of tax-exempt bonds is located is to approve the issuance of such bonds after a public hearing; and

**WHEREAS**, the Board of County Commissioners of Seminole County, Florida (the "Board") is the elected legislative body of the County; and

**WHEREAS**, the Authority caused a notice (the "Notice") of a public hearing to consider approval of the Bonds and the location and nature of the 2024 Project to be published on October 23, 2024 in the *Orlando Sentinel*, a newspaper of general circulation in Seminole County, a copy of said notice being attached to the Authority's Resolution adopted by the Authority on October 31, 2024 (the "Resolution") authorizing the issuance of one or more series of its revenue bonds (the "Bonds") for the purpose of financing (and reimbursing the Borrower for) the costs of the 2024 Project, all as described in the Notice, in accordance with the provisions of Section 147(f) of the Code, a copy of which Resolution is attached hereto as Exhibit A; and

**WHEREAS**, for the reasons set forth above, it appears to the Board that the approval of the issuance and sale of such Bonds to finance (or reimburse the Borrower for) the costs of the 2024 Project, as required by Section 147(f) of the Code is in the best interests of Seminole County,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:**

**SECTION 1. APPROVAL OF ISSUANCE OF THE BONDS.** This Board hereby approves the issuance of the Bonds by the Authority for the purposes described in the Notice pursuant to Section 147(f) of the Code and Section 125.01(1)(z), Florida Statutes. The Bonds shall be issued in such series, in such aggregate principal amounts (not to exceed \$5,500,000), bear interest at such rate or rates, mature in such amount or amounts and be subject to prepayment as are approved by the Authority pursuant to the Resolution and further resolutions to be adopted by the Authority in connection with the issuance of the Bonds without the further approval of this Board.

The Bonds shall not constitute a debt, liability or obligation of Seminole County, the Board, any officer, agent or employee of Seminole County, the State of Florida or any political subdivision thereof, but shall be payable solely from the revenues provided therefor, and neither the faith and credit nor any taxing power of Seminole County or the State of Florida or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, and interest on the Bonds. No member of the Board or any officer or employee thereof shall be liable personally on the Bonds by reason of their issuance.

The approval given herein is solely for the purpose of satisfying the requirements of Section 147(f) of the Code and shall not be construed as an approval of any necessary rezoning application or any regulatory permits required in connection with the issuance of the Bonds or the acquisition and construction of the 2024 Project, and this Board shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard. Further, the approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the 2024 Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, or (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds. This approval is subject in all respects to the delivery by the Borrower to the County of an Indemnification Certificate in the form attached to this Resolution as Exhibit B.

**SECTION 2. SEVERABILITY.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED and Adopted this 12th day of November 2024.

**SEMINOLE COUNTY, FLORIDA**

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ATTEST:

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

As authorized for execution by the  
Board of County Commissioners at its  
November 12, 2024 regular meeting.

**EXHIBIT A**  
**COPY OF AUTHORITY RESOLUTION**

**RESOLUTION NO. 24-[ ]**

A RESOLUTION BY THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (THE "AUTHORITY") PROVIDING FOR THE FINANCING AND REFINANCING OF ALL OR PART OF THE COST OF ACQUISITION, IMPROVEMENT AND EQUIPPING OF CERTAIN CHARTER SCHOOL FACILITIES FOR THE BENEFIT OF THE GALILEO SCHOOL FOUNDATION, INC. (THE "BORROWER"), THROUGH THE ISSUANCE BY THE AUTHORITY OF NOT TO EXCEED \$5,500,000 INITIAL AGGREGATE PRINCIPAL AMOUNT OF ITS EDUCATIONAL FACILITIES REVENUE BONDS (GALILEO SCHOOLS FOR GIFTED LEARNING PROJECT), IN ONE OR MORE SERIES OF TAX-EXEMPT AND/OR TAXABLE BONDS, AND FOR A LOAN BY THE AUTHORITY TO THE BORROWER IN AN AMOUNT EQUAL TO THE PRINCIPAL AMOUNT OF SUCH BONDS FOR THE PRINCIPAL PURPOSES OF FINANCING THE COSTS OF THE 2024 PROJECT; PROVIDING FOR THE RIGHTS OF THE OWNERS OF SUCH BONDS AND FOR THE PAYMENT THEREOF; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AUTHORIZING A DELEGATED NEGOTIATED SALE OF SUCH BONDS UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; DELEGATING TO THE CHAIR AND VICE-CHAIR OF THE AUTHORITY AND THEIR DESIGNEE(S) THE POWER TO APPROVE THE FINAL TERMS AND DETAILS OF THE BONDS UPON SATISFACTION OF THE CONDITIONS SET FORTH HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL TRUST INDENTURE, A FIRST SUPPLEMENTAL LOAN AGREEMENT, THE BONDS AND OTHER RELATED INSTRUMENTS AND CERTIFICATES; PROVIDING FOR OTHER MISCELLANEOUS MATTERS IN CONNECTION WITH THE FOREGOING; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The Galileo School Foundation, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Florida ("the Borrower"), has heretofore applied to the Seminole County Industrial Development Authority ("the Authority"), to issue its Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024 (the "Series 2024 Bonds") for the principal purposes of financing and refinancing

the costs of acquisition, improvement and equipping of certain charter school facilities and sites located within Seminole County, Florida (collectively, the "2024 Project");

**WHEREAS**, in order to satisfy certain of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), a public hearing was held by the Authority on October 31, 2024, on the proposed issuance of the Series 2024 Bonds for the purposes herein stated, which date was more than seven (7) days following the first publication of notice of such public hearing in the *Orlando Sentinel*, Seminole Edition, which public hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views to be heard, both orally and in writing, for the purposes set forth therein, including the issuance of such Bonds and the location and nature of the 2024 Project; and

**WHEREAS**, it is anticipated on November 12, 2024 the Board of County Commissioners of Seminole County, Florida, the applicable elected representative to approve the issuance of the Series 2024 Bonds and the location and nature of the 2024 Project, will adopt a resolution approving the issuance of the Series 2024 Bonds; in compliance with Section 147(f) of the Code and Section 125.01(l)(z), Florida Statutes;

**IT IS, THEREFORE, DETERMINED AND RESOLVED BY THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, THAT:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Parts II, III and VII, Chapter 159, Florida Statutes, as amended, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** Unless the context otherwise requires, the terms used in this Resolution shall have the meanings specified in this section. Words importing the singular shall include the plural, words importing the plural shall include the singular, and words importing persons shall include corporations and other entities or associations.

**"2024 Project"** means the project of the Borrower referenced in subsection C(l) of Section 3 of this Resolution and as described in the First Supplemental Loan Agreement which is to be acquired, improved and equipped in the County.

**"Act"** means Chapter 159, Parts II, III and VII, Florida Statutes, as amended and supplemented, and other applicable provisions of law.

**"Authority"** means the Seminole County Industrial Development Authority, a public body corporate and politic, a public instrumentality and a local agency organized and existing under the laws of the State including, particularly, the Act, its successors and assigns.

**"Authorized Officer"** means each of the Chair, Vice Chair, Executive Director, Secretary and any Assistant Secretary of the Authority.

**"Bond Counsel"** means the law firm of Watson Sloane PLLC, Tampa, Florida.

**"County"** means Seminole County, Florida, a political subdivision of the State.

**"First Supplemental Indenture"** means the First Supplemental Trust Indenture, to be dated as of the first day of the month in which the Series 2024 Bonds are issued, supplementing that certain Trust Indenture dated as of July 1, 2021, between the Authority and the Trustee, substantially in the form attached hereto as Exhibit C and incorporated herein by reference.

**"First Supplemental Loan Agreement"** means the First Supplemental Loan Agreement, to be dated as of the first day of the month in which the Series 2024 Bonds are issued, supplementing that certain Loan Agreement dated as of July 1, 2021, between the Authority and the Borrower, substantially in the form attached hereto as Exhibit B and incorporated herein by reference.

**"Issuer's Counsel"** means the law firm of Foley & Lardner LLP, Orlando, Florida.

**"Lender "** means Origin Securities, LLC.

**"Series 2024 Bonds"** means the Seminole County Industrial Development Authority Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024, to be issued under the First Supplemental Indenture in accordance with the terms hereof and thereof.

**"State"** means the State of Florida.

**"Trustee"** means BNY Mellon Trust Company, N.A., having a corporate trust office in Jacksonville, Florida, until a successor Trustee shall have become such pursuant to the applicable provisions of the First Supplemental Indenture, and thereafter "Trustee" shall mean the successor Trustee.

**SECTION 3. FINDINGS.** It is hereby ascertained, determined and declared as follows:

A. The Authority is a public body corporate and politic, a public instrumentality and a local agency, and is duly authorized and empowered by the Act to finance or refinance, including through the issuance of revenue bonds, the acquisition, construction, reconstruction, improvement, rehabilitation, renovation, expansion and enlargement, or additions to, furnishing and equipping of any capital project, including any "project" for any "educational facility" (as the quoted terms are described in Section 159.27 of the Act), including land, rights in land, buildings and other structures, machinery, equipment, appurtenances and facilities incidental thereto, and other improvements necessary or convenient therefor, related to the economic development of the County and of the State.

B. The acquisition, improvement, and equipping of the 2024 Project and the

financing and refinancing thereof by the Authority through the issuance of the Series 2024 Bonds, pursuant to the Act, will promote and stimulate development and advance the business prosperity and economic welfare of the County and its inhabitants, increase the purchasing power and opportunities for gainful employment and otherwise contribute to the prosperity and welfare of the County and its inhabitants, and will thereby serve the public purposes of the Act.

C. Upon consideration of the documents described herein and the information presented to the Authority by the Borrower, at or prior to the adoption of this Resolution, the Authority has made and does hereby make the following findings and determinations:

(1) The 2024 Project consists of the financing and refinancing of the acquisition, improvement and equipping of certain public (charter) school facilities and the sites on which such facilities are located as well as an undeveloped site adjacent to one of the school facilities, as more particularly described in the First Supplemental Loan Agreement (the "2024 Project"), said 2024 Project being located in the County and to be owned and to be operated by the Borrower (or an entity or entities designated by the Borrower pursuant to one or more use or management agreements) in its business of providing educational services in the County through the operation of charter schools.

(2) The Borrower has represented that the 2024 Project will assist in alleviating unemployment in the County by creating new jobs and preserving existing jobs in the County, will foster the economic growth and development of the County and the State, and will serve other predominantly public purposes as set forth in the Act. It is desirable and will further the public purposes of the Act, and it will most effectively serve the purposes of the Act, for the Authority to finance and refinance the acquisition, construction and improvement of the 2024 Project and to issue and sell the Series 2024 Bonds under the First Supplemental Indenture for the purpose of providing funds to finance or refinance all or part of the cost of the 2024 Project, all as provided in the First Supplemental Loan Agreement, which contains such provisions as are necessary or convenient to effectuate the purposes of the Act.

(3) The 2024 Project is appropriate to the needs and circumstances of and shall make a contribution to, the economic growth of the County; and shall provide or preserve gainful employment and has and shall continue to serve a public purpose by providing educational facilities in the County promoting the general welfare of the State and its people as stated in the Act.

(4) As of the date hereof, the Borrower is financially responsible based on the criteria established by the Act, the Borrower is fully capable and willing (a) to fulfill its obligations under the First Supplemental Loan Agreement, and any other agreements to be made in connection with the issuance of the Series 2024 Bonds and the use of the Series 2024 Bond proceeds for (i) financing and refinancing all or a portion of the costs of the 2024 Project, (ii) funding a debt service reserve fund for the Series 2024 Bonds, and (iii) paying costs associated with the issuance of the Series 2024 Bonds, including the obligation to make loan payments or other payments in an amount sufficient in the aggregate to pay all of the interest, principal, and redemption premiums, if any, on the



Series 2024 Bonds, in the amounts and at the times required, (b) to operate, repair and maintain at its own expense the 2024 Project, and (c) to serve the purposes of the Act and such other responsibilities as may be imposed under such agreements. In making the determinations and findings set forth in this subsection (C)(4), the Authority is conclusively relying (i) on representations made by the Borrower regarding such matters, and (ii) that the Series 2024 Bonds are being marketed in minimum denominations of \$100,000 and integral multiples of \$5,000 above \$100,000 to qualified institutional buyers and/or accredited investors who are capable of making an independent analysis of the financing, in each case, without independent investigation by the Authority.

(5) The County and other local agencies will be able to cope satisfactorily with the impact of the 2024 Project and have and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the continued operation, repair and maintenance of the 2024 Project and on account of any increase in population or other circumstances resulting therefrom.

(6) Adequate provision is made under the First Supplemental Loan Agreement for the operation, repair and maintenance of the 2024 Project at the expense of the Borrower, for the payment of the principal of, premium, if any, and interest on the Series 2024 Bonds when and as the same become due, and payment by the Borrower of all other costs in connection with the financing, refinancing, installation, operation, maintenance and administration of the 2024 Project which are not being paid out of the proceeds from the sale of the Series 2024 Bonds or otherwise.

(7) The Costs of the 2024 Project to be paid or refinanced from the proceeds of the Series 2024 Bonds are and shall be "costs" of a "project" within the meaning of the Act.

(8) The principal of, premium, if any, and interest on the Series 2024 Bonds and all other pecuniary obligations under the First Supplemental Loan Agreement, the First Supplemental Indenture or otherwise, in connection with the financing and refinancing of the 2024 Project, funding a debt service reserve fund, or paying costs related to the issuance of the Series 2024 Bonds, shall be payable solely from the loan payments and other revenues and proceeds received under the First Supplemental Loan Agreement or otherwise from the operation, sale, lease or other disposition of the 2024 Project, including proceeds from insurance condemnation awards and proceeds of any foreclosure or other realization upon the Mortgage (as defined in the First Supplemental Indenture), assignments, liens and security interests under the First Supplemental Loan Agreement and the First Supplemental Indenture and related security instruments, the proceeds of the Series 2024 Bonds and income from the temporary investment of the proceeds of the Series 2024 Bonds or of such other revenues and proceeds, as pledged for such payment to the Trustee under and as provided in the First Supplemental Indenture and such other instruments, and neither the faith and credit nor the taxing power of the County, the Authority, the State or of any other political subdivision or agency thereof is pledged to the payment of the Series 2024 Bonds or of such other pecuniary obligations and none of the County, the Authority, the State or any other political subdivision or agency thereof shall ever be required or obligated to levy ad

valorem taxes on any property within its territorial limit to pay the principal of, premium, if any, or interest on such Series 2024 Bonds or other pecuniary obligations or to pay the same from any funds thereof other than such revenues, receipts and proceeds so pledged, and the Series 2024 Bonds shall not constitute a lien upon any property owned by the County, the Authority or the State or any other political subdivision or agency thereof, other than the Authority's interest in the First Supplemental Loan Agreement and the property rights, receipts, revenues and proceeds pledged therefor under and as provided in the First Supplemental Indenture and all other agreements securing the Series 2024 Bonds. The Authority has no taxing power.

(9) A delegated negotiated sale of the Series 2024 Bonds is in the best interest of the Borrower for the following reasons: the Series 2024 Bonds will be special and limited obligations of the Authority payable solely out of revenues and proceeds derived by the Authority or the Trustee pursuant to the First Supplemental Loan Agreement and the First Supplemental Indenture, and the Borrower will be obligated for the payment of all costs of the Authority in connection with the financing, refinancing, acquisition, improvement and administration of the 2024 Project which are not paid out of the sale proceeds of the Series 2024 Bonds or otherwise; the cost of issuance of the Series 2024 Bonds, which will be borne directly or indirectly by the Borrower could be greater if the Series 2024 Bonds are sold at a public sale by competitive bids than if the Series 2024 Bonds are sold on a negotiated basis, and a public sale by competitive bids would cause undue delay in the financing and refinancing of the costs of the 2024 Project; private activity revenue bonds having the characteristics of the Series 2024 Bonds such as being sold in \$100,000 minimum denominations to qualified institutional buyers and/or accredited investors are typically and usually sold at negotiated sale or privately placed; the Borrower has indicated that it may be unable to proceed with the 2024 Project unless a negotiated sale of the Series 2024 Bonds is authorized by the Authority; and authorization of a negotiated sale of the Series 2024 Bonds is necessary in order to serve the purposes of the Act.

(10) The Borrower has determined that market and other conditions are now conducive to finance and refinance all of the costs of the 2024 Project with the proceeds of the Series 2024 Bonds and now desires to proceed with the 2024 Project and such financing and refinancing.

(11) Upon adoption of this Resolution, the Authority will request that a resolution of the County be considered to approve the issuance of the Series 2024 Bonds and the location and nature of the Series 2024 Project in accordance with the provisions of Chapter 125.01(z), Florida Statutes and Section 147(f) of the Code.

(12) All requirements precedent to the adoption of this Resolution, of the Constitution and other laws of the State of Florida, including the Act, have been complied with.

(13) The purposes of the Act will be most effectively served by the acquisition, improvement and equipping and continued operation of the 2024 Project by the Borrower as independent contractor and not as agent of the Authority, as provided in

the First Supplemental Loan Agreement.

**SECTION 4. FINANCING AND REFINANCING OF 2024 PROJECT AUTHORIZED.** Subject to the conditions set forth in Section 5(B) hereof, the financing and refinancing by the Authority of the 2024 Project in the manner provided herein, in the First Supplemental Loan Agreement and the First Supplemental Indenture is hereby authorized.

**SECTION 5. DELEGATED SALE OF SERIES 2024 BONDS AUTHORIZED AND DESCRIPTION OF THE SERIES 2024 BONDS.** (A) Subject to the requirements which must be satisfied in accordance with the provisions of Section 5(B) below prior to the issuance of the Series 2024 Bonds, the Authority hereby authorizes the issuance of one or more series of Bonds to be known as the "Seminole County Industrial Development Authority Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024" for the principal purpose of providing moneys for (i) financing and refinancing the costs of the 2024 Project, (ii) funding a debt service reserve fund for the Series 2024 Bonds, and (iii) paying costs associated with the issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be issued only in accordance with the provisions hereof and of the First Supplemental Indenture and all the provisions hereof and of the First Supplemental Indenture shall be applicable thereto.

(B) Subject to full satisfaction of the conditions set forth in this Section 5(B), the Authority hereby authorizes a delegated negotiated sale of the Series 2024 Bonds pursuant to a Continuing Covenants Agreement dated as of the first day of the month in which the Series 2024 Bonds are issued, by and between the Borrower and Lender (the "Covenants Agreement") and in accordance with the terms of the First Supplemental Indenture to be substantially in the form attached hereto as Exhibit B, with such changes, amendments, modifications, omissions and additions thereto as shall be approved by an Authorized Officer in accordance with the provisions of this Section 5(B), the execution thereof being deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section 5. The Series 2024 Bonds shall not be issued until such time as all of the following conditions have been satisfied:

(1) Receipt by an Authorized Officer of a written offer to purchase the Series 2024 Bonds by the Lender, pursuant to the terms of the Covenants Agreement, said offer to provide for, among other things, (i) the issuance of not exceeding \$5,500,000 initial aggregate principal amount of Series 2024 Bonds, (ii) as of the date of issuance, an estimated true interest cost with respect to the Series 2024 Bonds of not more than 7.5% per annum, and (iii) the maturities of the Series 2024 Bonds with the final maturity no later than June 15, 2049.

(2) The issuance of the Series 2024 Bonds shall not exceed any debt limitation prescribed by law, and such Series 2024 Bonds, when issued, will be within the limits of all constitutional or statutory debt limitations.

(3) The approval of the County described in Section 3(C) hereof shall

occurred.

(4) Receipt by an Authorized Officer of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes.

**SECTION 6. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE FIRST SUPPLEMENTAL LOAN AGREEMENT.** The First Supplemental Loan Agreement, substantially in the form attached hereto as Exhibit A with such corrections, insertions and deletions as may be approved by an Authorized Officer, such approval to be evidenced conclusively by his or her execution thereof, is hereby approved and authorized; the Authority hereby authorizes and directs one or more of the Authorized Officers, as necessary, to date and execute and to attest, the First Supplemental Loan Agreement, and to deliver the First Supplemental Loan Agreement to the Borrower; and all of the provisions of the First Supplemental Loan Agreement, when executed and delivered by the Authority as authorized herein and by the Borrower, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

**SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE FIRST SUPPLEMENTAL INDENTURE.** The First Supplemental Indenture, substantially in the form attached hereto as Exhibit B with such changes, corrections, insertions and deletions as may be approved by an Authorized Officer, such approval to be evidenced conclusively by his or her execution thereof, is hereby approved and authorized; the Authority hereby authorizes and directs one or more of the Authorized Officers, as necessary, to date and execute and to attest, the First Supplemental Indenture, and deliver the First Supplemental Indenture to the Trustee; and all of the provisions of the First Supplemental Indenture, when executed and delivered by the Authority as authorized herein, and by the Trustee, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

**SECTION 8. APPOINTMENT OF TRUSTEE; PAYMENT OF THE SERIES 2024 BONDS.** The Series 2024 Bonds shall be payable as to principal and interest in lawful money of the United States of America by BNY Mellon Trust Company, N.A., Jacksonville, Florida, as Trustee, under the First Supplemental Indenture.

**SECTION 9. AUTHORIZATION OF EXECUTION OF OTHER CERTIFICATES AND OTHER INSTRUMENTS.** Each Authorized Officer is hereby authorized and directed, either alone or jointly, under the official seal of the Authority, to execute and deliver certificates of the Authority certifying such facts as the Authority's Counsel or Bond Counsel shall require in connection with the issuance, sale and delivery of the Series 2024 Bonds, and to execute and deliver such other instruments, including but not limited to, the Tax Certificate and the Mortgage (as such terms are defined in the First Supplemental Indenture) and agreements, deeds, assignments, bills of sale and financing statements, as shall be necessary or desirable to perform the Authority's obligations under the First Supplemental Loan Agreement and the First Supplemental Indenture, and to consummate the transactions hereby authorized.

**SECTION 10. NO PERSONALLIABILITY.** No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, or the Tax Certificate, or any other certificate or other instrument to be executed on behalf of the Authority in connection with the issuance of the Series 2024 Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any elected or appointed official, officer, employee or agent of the Authority in his or her individual capacity, and none of the foregoing persons nor any elected or appointed official of the Authority executing the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, or the Tax Certificate, or any other certificate or other instrument to be executed in connection with the issuance of the Series 2024 Bonds shall be liable personally thereon or be subject to any personal liability of or accountability by reason of the execution or delivery thereof.

**SECTION 11. NO THIRD-PARTY BENEFICIARIES.** Except as otherwise expressly provided herein or in the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, or the Tax Certificate, nothing in this Resolution, or in the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, or the Tax Certificate, express or implied, is intended or shall be construed to confer upon any person, firm, corporation or other organization, other than the Authority, the Borrower, the Trustee and the owners from time to time of the Series 2024 Bonds any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, or the Tax Certificate, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Authority, the Borrower, the Trustee and the owners from time to time of the Series 2024 Bonds.

**SECTION 12. PREREQUISITES PERFORMED.** Subject to the provisions of Section 5(B) hereof, all acts, conditions and things relating to the passage of this Resolution, to the issuance, sale and delivery of the Series 2024 Bonds, the execution and delivery of the First Supplemental Loan Agreement the First Supplemental Indenture, and the Tax Certificate required by the Constitution or other laws of the State, to happen, exist and be performed precedent to the passage hereof, and precedent to the issuance, sale and delivery of the Series 2024 Bonds, the execution and delivery of the First Supplemental Loan Agreement, the First Supplemental Indenture, and the Tax Certificate, have either happened, exist and have been performed as so required or will have happened, will exist and will have been performed prior to such execution and delivery thereof.

**SECTION 13. COMPLIANCE WITH CHAPTER 218, PART III, FLORIDA STATUTES.** The Authority hereby approves and authorizes the completion, execution and filing with the Division of Bond Finance, Department of General Services of the State of Florida, at the expense of the Borrower, Bond Information Form BF 2004, and any other acts as may be necessary to comply with Chapter 218, Part III, Florida Statutes.

**SECTION 14. THE AUTHORITY.** The members of the Authority and its officers, attorneys, engineers or other agents or employees are hereby authorized to do all acts and things required of them by this Resolution, the Series 2024 Bonds, the First

Supplemental Loan Agreement, the First Supplemental Indenture, and the Tax Certificate, and to do all acts and things which are desirable and consistent with the requirements hereof or of the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, and the Tax Certificate, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein and in the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, and the Tax Certificate.

**SECTION 15. THIS RESOLUTION CONSTITUTES A CONTRACT.** The Authority covenants and agrees that this Resolution shall constitute a contract between the Authority and the owners from time to time of the Series 2024 Bonds then outstanding and that all covenants and agreements set forth herein and in the Series 2024 Bonds, the First Supplemental Loan Agreement, the First Supplemental Indenture, and the Tax Certificate to be performed by the Authority shall be for the equal and ratable benefit and security of all owners of outstanding Series 2024 Bonds, and all subsequent owners from time to time of the Series 2024 Bonds, without privilege, priority or distinction as to lien or otherwise of any of the Series 2024 Bonds over any other of the Series 2024 Bonds.

**SECTION 16. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions hereof or of the Series 2024 Bonds issued under the First Supplemental Indenture.

**SECTION 17. REPEALING CLAUSE.** All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Signature Page to Follow]

**SECTION 18. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 31st day of October 2024.

**SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**



Chair

ATTEST:



Secretary

## EXHIBIT A

### FORM OF FIRST SUPPLEMENTAL LOAN AGREEMENT



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**SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**  
**As Issuer**

**And**

**THE GALILEO SCHOOL FOUNDATION, INC.,**  
**as Borrower**

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**FIRST SUPPLEMENTAL LOAN AGREEMENT**  
**dated as of November 1, 2024**  
**Supplementing the**  
**LOAN AGREEMENT**  
**Dated as of July 1, 2021**

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**[\$5,500,000]**  
**Seminole County Industrial Development Authority**  
**Educational Facilities Revenue Bonds**  
**(Galileo Schools for Gifted Learning Project)**  
**Series 2024**

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## **FIRST SUPPLEMENTAL LOAN AGREEMENT**

**THIS FIRST SUPPLEMENTAL LOAN AGREEMENT** (this “First Supplemental Loan Agreement”) is entered into as of November 1, 2024 by and between THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the “Issuer”), a public body corporate and politic of the State of Florida, and THE GALILEO SCHOOL FOUNDATION, INC. (the “Borrower”), a not-for-profit corporation duly organized and existing under the laws of the State of Florida.

### **RECITALS**

**WHEREAS**, the Issuer has previously issued its Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2021A, originally issued in the aggregate principal amount of \$29,480,000 (the “Series 2021A Bonds”), and its Taxable Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2021B, originally issued in the aggregate principal amount of \$165,000 (the “Series 2021B Bonds” and together with the Series 2021A Bonds, the “Series 2021 Bonds”) for the benefit of the Borrower pursuant to the terms of an Trust Indenture dated as of July 1, 2021 (the “Original Indenture”), by and between the Issuer and the Bank of New York Mellon Trust Company, N.A. as trustee (the “Trustee”). The Series 2021A Bonds Outstanding are hereinafter referred to as the “Outstanding Series 2021 Bonds”; and

**WHEREAS**, the Issuer and the Borrower have previously entered into that certain Loan Agreement dated as of July 1, 2021 (the “Original Loan Agreement”), pursuant to which the Issuer loaned the proceeds of the Series 2021 Bonds to the Borrower for the principal purpose of providing funds to the Borrower to finance and refinance the acquisition, construction and equipping of certain charter school facilities located within Seminole County, Florida; and

**WHEREAS**, the Borrower has requested that the Issuer issue its Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024 (the “Series 2024 Bonds”) in the aggregate principal amount of \$[5,500,000], pursuant to that certain First Supplemental Trust Indenture, dated as of even date herewith (the “First Supplemental Indenture”), and loan the proceeds thereof to the Borrower pursuant to the terms of the Original Loan Agreement as amended by this First Supplemental Loan Agreement (collectively, the “Loan Agreement”) for the principal purpose of financing and refinancing the costs of construction of certain improvements and equipping certain charter school facilities located in Seminole County, Florida (the “2024 Facilities”); and

**WHEREAS**, in connection with the issuance of the Series 2024 Bonds, it is necessary to supplement the Original Loan Agreement in certain respects to provide for the payment of the Series 2024 Bonds and to modify certain provisions set forth in the Original Loan Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows:

## **ARTICLE I DEFINITIONS**

**SECTION 1. DEFINITIONS.** Except as otherwise defined herein, words and terms which are defined in the Original Loan Agreement shall have the same meanings ascribed to them when used herein unless the context or use indicates a different meaning or intent. All other capitalized term used herein and not defined herein shall have the meanings assigned to such terms in the First Supplemental Indenture. In addition to the words and terms elsewhere defined in this First Supplemental Loan Agreement, the following words and terms as used herein shall have the following meanings:

“**Series 2024 Borrower Documents**” means this First Supplemental Indenture, the First Supplemental Loan Agreement, the Series 2024 Tax Certificate, the Covenants Agreement, the Compliance Agreement, the Environmental Indemnity Agreement, and the Mortgage Modification.

## **ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS**

**SECTION 2.1 REPRESENTATIONS, WARRANTIES AND COVENANTS BY THE ISSUER.** The Issuer represents, covenants and warrants for the benefit of the Borrower, the Trustee and the owners and Beneficial Owners of the Bonds that:

(a) the Issuer is a public body corporate and politic organized and existing under the laws of the State and the Act, is authorized pursuant to the Act to enter into the transactions contemplated by the Loan Agreement and the Indenture and to carry out its obligations under the Indenture and Loan Agreement, and has duly authorized the execution and delivery of this First Supplemental Loan Agreement, the Assignment of the First Supplemental Loan Agreement and the First Supplemental Indenture;

(b) pursuant to the Loan Agreement, the Issuer will loan the Borrower the proceeds of the Series 2024 Bonds through a series of Advances for the principal purposes of providing for the financing, refinancing and/or reimbursement of the costs of the 2024 Project;

(c) to finance, refinance and/or reimburse the costs of the 2024 Project, fund reserves and pay costs, the Issuer will issue \$[5,500,000] aggregate principal amount of tax-exempt Series 2024 Bonds. Nothing in this Loan Agreement shall be construed as requiring the Issuer to provide any financing for the Project other than the proceeds of the Series 2024 Bonds or to provide sufficient moneys for any or all of the costs of financing or refinancing the 2024 Project. The Series 2024 Bonds shall mature and shall bear interest, be subject to redemption prior to maturity, be secured and have such other terms and conditions as are set forth in the First Supplemental Indenture;

(d) the issuance of the Series 2024 Bonds was approved by the Issuer on October 31, 2024, and in accordance with Section 147(f) of the Code, a public hearing was held in Seminole County, Florida on October 31, 2024 on the issuance of the Series 2024 Bonds and the location and nature of the 2024 Project, at which meetings interested members of the public were given a

reasonable opportunity to be heard on the proposed issuance of the Series 2024 Bonds, the financing and refinancing plan, and the location and nature of the 2024 Project, following reasonable public notice given by publication in the Orlando Sentinel at least seven (7) days in advance of the hearing; and

(e) as of the date of this First Supplemental Loan Agreement, to the best knowledge of the Issuer, there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending against the Issuer, or threatened, by a governmental authority or to which the Issuer is a party or of which any property of the Issuer is subject, which would, if determined adversely to the Issuer, materially adversely affect, in any way, the validity and enforceability of the Bonds, the Indenture, the Loan Agreement, or any other agreement or instrument to which the Issuer is a party or the transactions contemplated hereby.

**SECTION 2.2 REPRESENTATIONS, WARRANTIES AND COVENANTS BY THE BORROWER.** The Borrower represents, warrants and covenants for the benefit of the Issuer, the Trustee, and the owners and Beneficial Owners of the Bonds, that:

(a) the Borrower is a not-for-profit corporation duly organized and in good standing under the laws of the State of Florida, is authorized by the laws of such State applicable as of the date hereof to own and operate or cause the 2024 Project to be operated as charter school facilities, has the power to enter into and to perform and observe the covenants and agreements on its part contained in the Series 2024 Borrower Documents, and by proper action has duly authorized the execution, delivery, and performance of each of the Series 2024 Borrower Documents;

(b) The officers of the Borrower executing the Series 2024 Borrower Documents are duly and properly in office and fully authorized to execute the same;

(c) The Series 2024 Borrower Documents have been duly executed and delivered by the Borrower;

(d) The rights of the Issuer under the Series 2024 Borrower Documents to be assigned to the Trustee as provided for herein, when assigned to the Trustee pursuant to the Indenture and the First Supplemental Indenture, will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower by the Trustee in accordance with their terms for the benefit of the Holders of the Bonds, and any rights of the Issuer not so assigned to the Trustee constitute the legal, valid, and binding agreements of the Borrower enforceable against the Borrower by the Issuer in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy;

(e) neither the execution and delivery of any of the Series 2024 Borrower Documents, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of any of the Series 2024 Borrower Documents, violates any law or conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of

any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement except for the Original Indenture, the First Supplemental Indenture, the Original Loan Agreement, this First Supplemental Loan Agreement and Permitted Liens;

(f) No consent or approval of any trustee or holder of any indebtedness of the Borrower or any guarantor of indebtedness of or other provider of credit or liquidity to the Borrower, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental agency (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Borrower Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect;

(g) the total Cost of the 2024 Project is hereby determined not to exceed \$[5,500,000] and the financing, refinancing and/or reimbursement of such cost by the Issuer through the issuance of the Series 2024 Bonds will assist the Borrower in continuing to provide charter school facilities in the State;

(h) as of the date of this First Supplemental Loan Agreement, there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by any governmental authority to which the Borrower is a party or of which any property of the Borrower is subject, which would, if determined adversely to the Borrower, materially adversely affect, in any way, the validity and enforceability of the Series 2024 Bonds, any of the Series 2024 Borrower Documents or any other agreement or instrument to which the Borrower is a party in connection with the foregoing or the transactions contemplated hereby;

(i) All representations, warranties and certifications made by the Borrower in Section 2.02 of the Original Loan Agreement are materially true, correct, and complete in all material respects as of the date hereof;

(j) The Loan will be used by the Borrower solely to satisfy one or more of its charitable or educational purposes, which have been previously recognized by the Internal Revenue Service as bona fide charitable or educational purposes;

(k) All financial statements and information heretofore delivered to the Underwriter by the Borrower, including without limitation, information relating to the financial condition of the Borrower, the Schools, the 2024 Project and/or any guarantor, fairly and accurately present the financial position thereof and have been prepared (except where specifically noted therein) in accordance with generally accepted accounting principles consistently applied. Since the date of such statements, there has been no material adverse change in the financial condition or results of operations of the Borrower or the other subjects of such statements;

(l) Upon the issuance of the Series 2024 Bonds and the acquisition of the 2024 Project, the 2024 Project shall be owned by the Borrower free and clear of Liens, other than Permitted Liens. The rents, royalties, profits and other revenues derived or to be derived from the 2024

Project are not pledged, or in any other manner obligated, to support the payment of any Indebtedness of any Person, including Borrower other than as provided herein;

(m) as of the date of execution and delivery of this First Supplemental Loan Agreement, there exists no default or any condition or event which would constitute, with the passage of time or the giving of notice, or both, a default hereunder, under any other Borrower Document, the Series 2024 Borrower Documents, the Original Indenture or the First Supplemental Indenture;

(n) All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein;

(o) The written information, exhibit or report furnished to the Issuer by the Borrower in connection with the negotiation of the applicable 2024 Borrower Documents, as of its date or as of the date hereof, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided however no representation is made regarding any information therein furnished by the Issuer for inclusion therein;

(p) The Borrower reasonably believes that the Gross Revenues will be sufficient (without any other borrowing) to pay the principal of, prepayment premium, if any, and interest on the Loan;

(q) Except for the Loan and the indebtedness set forth in EXHIBIT D hereto, the Borrower has not borrowed or received other debt financing that has not been heretofore repaid in full;

(r) On the date of delivery of the Series 2024 Bonds, the Borrower will obtain and will have good and marketable title to the 2024 Project, free and clear from all encumbrances other than Permitted Liens

(s) the Borrower has obtained, or will obtain on or before the date required therefor, all licenses, authorizations, permits and approvals from applicable local, state and federal governmental agencies necessary to operate, or cause to be operated, the 2024 Facilities as charter school facilities as contemplated by the Series 2024 Borrower Documents and the Charter School Contracts, and the Borrower knows of no reason that such licenses, authorizations, permits and approvals will not be issued or issued in a timely manner;

(t) the Borrower is in possession of a Phase I Environmental Site Assessment which was performed on the sites relating to the 2024 Project, and other than has been specifically disclosed in such Assessments, has not revealed any contamination of such sites relating to the 2024 Project or any violation of any rules or regulations of the Environmental Protection Agency or any other Environmental Law;



(u) as of the date of delivery hereof, the Borrower (1) is an organization described in Section 501(c)(3) of the Code, (2) has received a letter from the Internal Revenue Service to that effect, which letter has not been modified, limited or revoked, (3) is in compliance with all terms, conditions and limitations (if any) contained in such letter (it being specifically represented by the Borrower hereby that the facts and circumstances which form the basis of such letter continue to exist), and (4) the Borrower is entitled to rely on such letter and is therefore exempt from federal income taxes under Section 501(a) of the Code;

(v) as of the date of delivery hereof, the Borrower is an organization (1) organized and operated exclusively for charitable purposes and not for pecuniary profit, and (2) no part of the net earnings of which inures to the benefit of any Person, private stockholder or individual, all within the meaning of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, respectively; and

(w) as of the date of delivery hereof, all employees of the Schools have undergone any and all background checks as required by the laws of the State and any other authorizer requirements.

(x) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the 2024 Project; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which the Borrower is a party or of which it is a beneficiary, including the First Supplemental Indenture; that it understands the risks inherent in such transactions; and that it has not relied on the Issuer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Borrower Documents and the First Supplemental Indenture or otherwise relied on the Issuer for any advice;

(y) All material certificates, approvals, permits and authorizations of applicable local governmental agencies, and agencies of the State and the federal government have been or will be obtained with respect to the acquisition, equipping and installation of the 2024 Project and the 2024 Project will be acquired, equipped, installed and operated pursuant to and in accordance with such certificates, approvals, permits and authorizations;

(z) The Borrower will not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series 2024 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(aa) The Borrower will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series 2024 Bonds;

(bb) The Borrower will not take or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Series 2024 Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series 2024 Bonds would have caused the Series 2024 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(cc) The Borrower will take all actions necessary to assure the exclusion of interest on the Series 2024 Bonds from the gross income of the owners of the Series 2024 Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series 2024 Bonds;

(dd) The Borrower will retain its records of all accounting and monitoring it carries out with respect to the Series 2024 Bonds for at least 3 years after the Series 2024 Bonds mature or are redeemed (whichever is earlier); however, if the Series 2024 Bonds are redeemed and refunded, the Borrower will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Series 2024 Bonds.

(ee) The Borrower will comply with the provisions of the Series 2024 Tax Certificate with respect to the Series 2024 Bonds, which is incorporated herein as if fully set forth herein.

All of the representations, warranties and covenants contained in this Section 2.2 shall survive the making of this First Supplemental Loan Agreement and the issuance of the Series 2024 Bonds.

**SECTION 2.3 ENVIRONMENTAL REPRESENTATIONS AND COVENANTS.** Except as may be described in the Phase I Environmental Site Assessment prepared by [ ] with respect to the site, neither the Borrower nor, to its knowledge, any other Person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the 2024 Project, or any part thereof except in compliance with Environmental Laws. The Borrower hereby warrants and represents that, to the best of its knowledge, it has complied and, in the future, will comply in all material respects with all applicable Environmental Laws. None of the 2024 Project has previously contained, and none of such 2024 Project now contains, any underground storage tanks (other than in compliance with all applicable Environmental Laws) and none has ever been used by the Borrower or by any other Person as a temporary or permanent storage or disposal site for any Hazardous Material. The Borrower has delivered to the Trustee all environmental reports, studies, audits and other data and information in the possession or control of the Borrower relating to the 2024 Project.

If the Trustee or Lender reasonably suspects that any violation of the Environmental Laws has occurred or is occurring involving the 2024 Project or if a default shall have occurred and be continuing which, with the passage of time or the giving of notice, or both, would constitute an Event of Default, the Trustee or the Lender shall have the right, but not the obligation, to conduct any tests or inspections of the 2024 Project at the Borrower's expense (including, without limitation, soil and other tests, borings, sampling and monitoring) in order to determine compliance with Environmental Laws or the presence thereon or therein of Hazardous Material and shall have access to the 2024 Project for such purposes.

### **ARTICLE III FINANCING AND REFINANCING THE COST OF THE 2024 PROJECT; ISSUANCE OF THE SERIES 2024 BONDS**

**SECTION 3.1 AGREEMENT TO UNDERTAKE THE 2024 PROJECT.** The Borrower agrees that it has and will acquire, improve and equip the 2024 Project described in EXHIBIT A attached hereto.

**SECTION 3.2 AGREEMENT TO ISSUE THE SERIES 2024 BONDS: APPLICATION OF THE SERIES 2024 BOND PROCEEDS.** In order to provide funds to make the Series 2024 Loan for payment of the 2024 Project, the Issuer will sell and cause to be delivered to the initial purchasers thereof, the Series 2024 Bonds. The proceeds of the Series 2024 Bonds shall be applied by the Trustee in the manner set forth in Section 3.04(a) of the First Supplemental Indenture.

Upon the terms and conditions of the Loan Agreement, the Issuer hereby makes the Series 2024 Loan to the Borrower in the initial principal amount of \$[\_\_\_\_\_], the same being the aggregate principal amount of the 2024 Initial Advance made on the Delivery Date. The Series 2024 Loan shall be subsequently increased in connection with any additional Advances authorized in the future pursuant to Section 2.11 of the Indenture, and decreased in connection with any prepayment through redemption, tender or otherwise of the principal amount of the Series 2024 Bonds; provided, however, that the total aggregate principal amount of all Advances related to the Series 2024 Bonds shall not exceed \$[5,500,000]. The Series 2024 Loan shall be deemed to have been originally made when the proceeds of the 2024 Initial Advance is delivered to the Trustee by the Beneficial Owners. Interest will accrue on the Series 2024 Loan commencing on the Delivery Date, and interest will accrue on subsequent Advances on the applicable dates when the proceeds of such Advances are deposited by the Beneficial Owners with the Trustee. The proceeds of the Series 2024 Loan shall be used, together with other available funds, as set forth herein and in the Indenture. The proceeds of each Advance related to the Series 2024 Bonds will be deposited in the Funds and/or Accounts and amounts provided in the related Advance Request and shall be held and applied in accordance with the Indenture.

**SECTION 3.3 DISBURSEMENTS FROM THE PROJECT FUND.** The Issuer has, in the First Supplemental Indenture, authorized and directed the Trustee to make payments from the Project Fund to pay (or to reimburse the Borrower for the payment of) the Cost of the 2024 Project, including costs related to the acquisition, improvement, equipment and operation of the 2024 Project. Each such payment of the Cost of the 2024 Project shall be made in accordance with the Continuing Covenants Agreement and only upon receipt by the Trustee of a requisition in the form attached hereto as EXHIBIT B signed by the Borrower Representative and approved by the Bondholder Representative.

**SECTION 3.4 OBLIGATION OF THE PARTIES TO COOPERATE IN FURNISHING DOCUMENTS TO TRUSTEE.** The Borrower agrees to cooperate with the Trustee, the Bondholder Representative, and the Issuer in furnishing to the Trustee the requisitions referred to in Sections 3.3 hereof.

**SECTION 3.5 ARBITRAGE AND TAX MATTERS.** The Borrower shall not carry on or permit to be carried on in the 2024 Project, the other facilities of the Borrower or any other property now or hereafter owned or leased by the Borrower (or with the Pledged Revenues of the Borrower, the proceeds of Series 2024 Bonds or any tax-exempt Additional Bonds, or the

proceeds of any loan refinanced with the proceeds of Series 2024 Bonds or any tax-exempt Additional Bonds), any trade or business the conduct of which would cause the interest on the Series 2024 Bonds or any tax-exempt Additional Bonds to be required to be included in the gross income of the Holders thereof for purposes of federal income taxation.

## **ARTICLE IV LOAN PAYMENTS**

### **SECTION 4.1            SERIES 2024 LOAN PAYMENTS AND OTHER AMOUNTS PAYABLE.**

(a) To provide for the repayment of the Series 2024 Loan and required deposits under the Original Indenture and Section 3.04 of the First Supplemental Indenture, the Borrower shall cause all Gross Revenues to be delivered to the Trustee, as and when received, for deposit into the School Revenue Fund, as received, to be applied in accordance with the Original Indenture and the First Supplemental Indenture. The Borrower agrees to comply with all provisions of Section 3.02 of the Original Loan Agreement in connection with the 2024 Loan, Loan Repayments and Additional Payments.

(b) Upon any acceleration of amounts due under the Original Loan Agreement and this First Supplemental Loan Agreement, the Borrower shall immediately pay as repayment of the Series 2024 Loan, for deposit as provided in the Original Indenture and the First Supplemental Indenture, an amount which, together with other moneys available under the Original Loan Agreement and this First Supplemental Loan Agreement, is sufficient to pay the entire principal of and interest on the Bonds and all other amounts payable under the Original Loan Agreement and this First Supplemental Loan Agreement and the Original Indenture and the First Supplemental Indenture, including, without limitation, Default Interest (as defined in the Original Indenture) through the date of payment.

(c) On or before any redemption date (other than a sinking fund redemption date) for which a notice of redemption has been given pursuant to the Original Indenture, the Borrower shall pay as repayment of the Series 2024 Loan, for deposit in the Principal Account, an amount which, together with other moneys available therefor in the Principal Account (and, if all Bonds of a series are called for redemption, amounts in the corresponding Subaccount of the Reserve Account, to the extent available for such purpose under the Original Indenture and the First Supplemental Indenture), is sufficient to pay the principal of and premium, if any, on the Bonds called for optional or mandatory redemption, and for deposit into the Interest Account an amount of money which, together with other moneys available therefor in the Interest Account, is sufficient to pay the interest accrued to the redemption date on the Bonds called for optional or mandatory redemption. If on any principal or interest payment date on the Bonds or the date any other amounts are payable on the Bonds the amount held by the Trustee in the Principal Account and the Interest Account is insufficient to make the required payments of principal of, premium, if any, and interest on the Bonds, the Borrower shall forthwith pay such deficiency as repayment of the Series 2024 Loan for deposit in the Principal Account or the Interest Account, as the case may be.

(d) The Borrower acknowledges the requirement to pay all other amounts due under the Original Loan Agreement as they relate to the Series 2024 Bonds.

## **ARTICLE V SPECIAL COVENANTS**

**SECTION 5.1 FURTHER ASSURANCES.** The Issuer and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledge and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this First Supplemental Loan Agreement.

### **SECTION 5.2 TAX COVENANTS.**

(a) Limitation of Expenditure of Proceeds. The Borrower covenants that not less than 95% of the net proceeds of the Series 2024 Bonds (being the face amount of the Series 2024 Bonds, plus any premium paid on the purchase of the Series 2024 Bonds, less any original issue discount and less any proceeds deposited in a reasonably required reserve fund), plus investment earnings thereon, will be paid for Qualified Project Costs.

(b) Ownership and Use of Financed Property. The Borrower will assure that the proceeds of the Series 2024 Bonds are expended so as to cause the Series 2024 Bonds to constitute "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code and covenants as follows:

(i) all property financed with the net proceeds of the Series 2024 Bonds will be owned (as ownership is determined for purposes of federal income taxation) by the Borrower, by a 501(c)(3) Organization or by a Governmental Unit;

(ii) no more than 5% of the net proceeds of the Series 2024 Bonds will be used in a manner as to cause the Series 2024 Bonds to satisfy the private business tests of Section 141(b) of the Code determined by treating, for this purpose, 501(c)(3) organizations as Governmental Units with respect to their activities that do not constitute unrelated trades or businesses within the meaning of Section 513(a) of the Code;

(iii) no part in excess of 5% of the portion of the Project financed with the Series 2024 Bonds will be used for (i) activities constituting an "unrelated trade or business," determined by applying Section 513(a) of the Code, or (ii) activities constituting any trade or business of an entity other than a 501(c)(3) Organization or a Governmental Unit;

(iv) no portion of the proceeds of the Series 2024 Bonds will be used to provide any airplane, skybox or other private luxury box, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises, within the meaning of Section 147(e) of the Code; and

(v) no portion of the proceeds of the Series 2024 Bonds will be used to finance or refinance any facility, place or building to be used primarily for sectarian instruction or study or as a place for devotional activities or religious worship.

(c) Status as a 501(c)(3) Organization. The Borrower has received a determination letter from the Internal Revenue Service classifying it as an organization (i) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code (except with respect to "unrelated business taxable income" within the meaning of Section 512(a) of the Code) and (ii) which is not a "private foundation" as defined in Section 509(a) of the Code (the "Determination Letter"). Such Determination Letter has not been modified, limited, revoked, or superseded. The Borrower has not received any indication or notice, written or oral, from representatives of the Internal Revenue Service to the effect that its exemption under Section 501(c)(3) of the Code has been modified, limited, revoked, or superseded, or that the Internal Revenue Service is considering modifying, limiting, revoking, or superseding such exemption. The Borrower is in compliance with all of the terms, conditions, and limitations, if any, contained in the Determination Letter. There has been no change in the facts and circumstances represented to the Internal Revenue Service as a basis for receiving, and which formed the basis on which the Internal Revenue Service issued, the Determination Letter relating to the status of the Borrower as an organization described in Section 501(c)(3) of the Code and as an organization which is not a "private foundation" as defined in Section 509 of the Code of a nature or to a degree as would warrant any action by the Internal Revenue Service to modify, limit, revoke or supersede such Determination Letter as it applies to the Borrower. No administrative or judicial proceedings are pending or threatened which may, in any way, adversely affect the classification of the Borrower as an organization (x) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code and (y) which is not a "private foundation" as defined in Section 509 of the Code. The Borrower is an organization organized and operated exclusively for charitable or educational purposes and not for pecuniary profit, within the meaning of the Securities Act of 1933, as amended, and no part of the net earnings of the Borrower inures to the benefit of any person, private stockholder or individual, within the meaning of Section 3(a)(4) of the Securities Act of 1933, as amended. The Borrower has consulted with counsel qualified and experienced in federal tax matters pertaining to 501(c)(3) corporations in making the determinations necessary to make these representations and covenants pertaining to complying with federal tax requirements with respect to the Bonds issued on a federally tax exempt basis.

(d) Covenant to Maintain Status of Borrower. The Borrower covenants to maintain its status as an organization described in Section 501(c)(3) of the Code and its exemption from federal income taxation under Section 501(a) of the Code.

(e) Costs of Issuance Limitation. The Borrower covenants that no portion of the proceeds of the Series 2024 Bonds will be used for Costs of Issuance of the Series 2024 Bonds in excess of an amount equal to 2% of the proceeds of the Series 2024 Bonds, within the meaning of Section 147(g)(1) of the Code. For this purpose, if underwriting or purchase fees are retained as a discount on the purchase of the Series 2024 Bonds, such retention shall be deemed to be an expenditure of proceeds of the Series 2024 Bonds for said fees.

(f) \$150,000,000 Limitation. The Borrower covenants to comply with the provisions of Section 145(b) of the Code so as to assure that the aggregate amount of bonds allocated to the Borrower does not exceed the limits specified in that Section.

(g) Post-Issuance Compliance Policies & Procedures. The Borrower hereby covenants and agrees that it will comply with and carry out all of the provisions of the Post-Issuance Compliance Policies & Procedures as described in the Series 2024 Tax Certificate.

(h) Ownership of Bonds. Neither the Borrower nor any person related to either of them within the meaning of Section 147(a)(2) of the Code, pursuant to an arrangement, formal or informal, shall purchase Bonds of the Issuer in an amount related to the total amount payable under and secured by this First Supplemental Loan Agreement.

**SECTION 5.3 NO WARRANTY BY THE ISSUER.** The Issuer makes no warranty, either express or implied, as to the 2024 Project or the condition thereof, or that the 2024 Project will be suitable for the purposes or needs of the Borrower. The Issuer makes no representation or warranty, express or implied, that the Borrower will have quiet and peaceful possession of the 2024 Project. The Issuer makes no representation or warranty, express or implied, with respect to the merchantability, condition or workmanship of any part of the 2024 Project or its suitability for the purposes of the Borrower.

**SECTION 5.4 NO LIABILITY OF ISSUER'S OFFICERS.** No recourse shall be had against any commissioner, member, director, officer, employee, agent, or counsel, past, present, or future of the Issuer, either directly or through the Issuer or otherwise for payment for or to the Issuer or any receiver thereof, or for or to any Bondholder, or otherwise, of any sum that may be due and unpaid by the Issuer upon the Bonds or under or upon any obligation, covenant, or agreement contained in this First Supplemental Loan Agreement or in any other document executed in connection therewith. Neither shall any recourse be had against any of such Persons on account of the issuance and sale of the Series 2024 Bonds or on account of any representations in connection therewith. Any and all personal liability or obligation, whether in common law or in equity, or by reason of statute or constitution or by the enforcement of any assessment or otherwise, of such commissioner, member, director, officer, employee, agent, or counsel to respond by reason of any act or omission on his part or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to any Bondholder or otherwise, of any sum that may remain due and unpaid upon the Bonds or under any documents executed in connection with the issuance thereof is hereby expressly waived and released as a condition of and in consideration for the execution of this First Supplemental Loan Agreement and the issuance of the Series 2024 Bonds.

## **ARTICLE VI PREPAYMENT**

**SECTION 6.1 PREPAYMENT OF THE LOAN IN WHOLE OR IN PART.** In addition to the provisions of Article VII of the Original Loan Agreement, the Loan may be prepaid in whole or in part at any time by delivering to the Trustee amounts sufficient to (taking into account amounts already on deposit with Trustee and available for such purpose in accordance with Article V of the Indenture) defease a like principal amount of Bonds (as provided in Article

X of the Indenture and Article IV of the First Supplemental Indenture) to their optional redemption date provided in Section 4.02 of the Indenture.

**SECTION 6.2 REDEMPTION OF SERIES 2024 BONDS UPON PREPAYMENT.** Upon prepayment of the Loan as provided in Section 7.01 of the Original Indenture and Section 6.01 hereof, the Trustee shall, at the written direction of the Borrower, do any of the following, as applicable: (1) call all or part of the Bonds for redemption, as required by the Indenture in the respective amounts set forth in the applicable paragraph of Section 4.01 or Section 4.02 of the Original Indenture, and (2) provide for the defeasance of Bonds pursuant to Article X of the Original Indenture.

**SECTION 6.3 AMOUNT OF PREPAYMENT.** In the event of any prepayment pursuant to Section 7.01 of the Original Indenture, the amount of the Loan deemed to be prepaid shall be equal to the principal amount of Bonds defeased or redeemed as described in Section 4.01 or Section 4.02 of the Original Indenture. In the case of prepayment of the Loan in full, the Borrower shall pay to the Trustee an amount sufficient, together with other funds held by the Trustee and available for such purpose, to pay all reasonable and necessary fees and expenses (including attorneys' fees, costs and expenses) of the Issuer, the Trustee and any paying agent accrued and to accrue through final payment of the Bonds and all other liabilities of the Borrower accrued and to accrue under this Loan Agreement through final payment of the Bonds and shall pay to the Issuer an amount required by Section 3.02(c) of the Original Indenture. In the case of partial prepayment of the Loan, the Borrower shall pay or cause to be paid to the Trustee an amount sufficient, together with other funds held by the Trustee and available for such purpose, to pay expenses of redemption of the Bonds to be redeemed upon such prepayment.

The Borrower agrees that it will not prepay the Loan or any part thereof, except in amounts sufficient to redeem Bonds in whole multiples of \$5,000 and to pay any accrued interest to the redemption date.

The Borrower agrees that it in connection with the prepayment of the principal of the Loan or any portion thereof, it will pay a prepayment premium equal to the redemption premium required to redeem a like principal amount of Bonds pursuant to the Indenture.

## **ARTICLE VII EVENTS OF DEFAULT**

**SECTION 7.1 EVENTS OF DEFAULT.** In addition to all other Events of Default (as defined in the Original Loan Agreement), the failure of Borrower to comply with Section 4.1 of this First Supplemental Loan Agreement or any provision of the Covenants Agreement shall also constitute an Event of Default.

## **ARTICLE VIII MISCELLANEOUS**



**SECTION 8.1 BINDING EFFECT.** This First Supplemental Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the Borrower and their successors and assigns, subject, however, to the limitations contained in the Original Loan Agreement and herein. The Lender shall be deemed a third-party beneficiary to the terms of this First Supplemental Loan Agreement.

**SECTION 8.2 SEVERABILITY.** In the event any provision of this First Supplemental Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 8.3 ORIGINAL LOAN AGREEMENT TO REMAIN IN FORCE AND EFFECT; CONTINUING SECURITY; CONFLICTS.** Except as otherwise supplemented hereby, the provisions of the Original Loan Agreement shall remain in full force and effect. Nothing contained herein is intended or shall be construed to diminish the security granted to the Issuer or the Trustee pursuant to the Original Loan Agreement for the benefit of the Bondholders. In the event of any conflict between the provisions of the Original Loan Agreement and this First Supplemental Loan Agreement, the terms hereof shall prevail; provided, however, that no part of this sentence shall be deemed to limit or abridge the Borrower's obligations pursuant to Section 3.05 (Indemnification) of the Original Loan Agreement.

**SECTION 8.4 EXECUTION IN COUNTERPARTS.** This First Supplemental Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 8.5 GOVERNING LAW.** The Borrower agrees that this First Supplemental Loan Agreement and the First Supplemental Indenture (collectively, the "First Supplemental Financing Documents") shall be governed by and construed under the laws of the State of Florida. The Borrower hereby acknowledges that (i) the negotiation, execution and delivery of the First Supplemental Financing Documents constitutes the transaction of business within the State of Florida; (ii) any cause of action arising under any of the First Supplemental Financing Documents will be a cause of action arising from such transaction of business; (iii) the Borrower understands, anticipates and foresees that any action for enforcement of the First Supplemental Financing Documents may be brought against it in the State of Florida. To the extent allowed by law, the Borrower hereby submits itself to jurisdiction in the State of Florida for any action or cause of action arising out of or in connection with the First Supplemental Financing Documents, agrees that venue for any such action shall be in Broward County, Florida, and waives any and all rights under the laws of any state to object to jurisdiction or venue within Broward County, Florida.

**SECTION 8.6 NOTICES TO AND EFFECT OF ACTIONS BY LENDER.** Notwithstanding any provision to the contrary contained herein, any notice, request, consent, direction, waiver, approval, agreement, or other action of the Lender shall constitute and have the same effect as a notice, request, consent, direction, waiver, approval, agreement, or other action of the Beneficial Owners of the Series 2024 Bonds. No notices shall be sent to any Registered Owner of the Series 2024 Bonds (except that the Trustee may send routine balancing and payment

processing notices to DTC at such time as DTC is the Registered Owner of the Series 2024 Bonds), but the Trustee may post any such notices to the EMMA System.

**SECTION 8.7 NON-LIABILITY OF ISSUER.** PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2024 BONDS ARE LIMITED AND SPECIAL REVENUE OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE TRUST ESTATE. THE SERIES 2024 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE SCHOOL DISTRICT, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE SCHOOL DISTRICT, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE SCHOOL DISTRICT, OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. NO COVENANT OR AGREEMENT CONTAINED IN THE BONDS OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE GOVERNING BODY OF THE ISSUER NOR SHALL ANY OFFICIAL EXECUTING SUCH BONDS BE LIABLE PERSONALLY ON THE BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS.

**IN WITNESS WHEREOF**, the Issuer and the Borrower have caused this First Supplemental Loan Agreement to be executed in their respective corporate names and attested by their duly authorized officers, all as of the date first above written.

**SEMINOLE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Title: Chair

Attest:

By: \_\_\_\_\_  
Title: Secretary

**THE GALILEO SCHOOL FOUNDATION,  
INC.**

By: \_\_\_\_\_  
Title: Chair, Board of Directors

**EXHIBIT A**  
**DESCRIPTION OF THE 2024 FACILITIES**

**Galileo School for Gifted Learning – Early Learning Center ("Galileo ELC").**

Galileo ELC is an approximately 10,000 square foot, single story building on a 2-acre parcel adjacent to the Galileo Riverbend public charter school in Sanford, Florida located at 3900 E. State Road 46, Sanford, Florida 32771.

**Galileo Skyway Expansion.** The expansion of Galileo Skyway includes the acquisition of vacant land adjacent to Galileo Skyway public charter school in Sanford, Florida located at 3791 Skway Drive, Sanford, Florida 32773.

## EXHIBIT B

### FORM OF REQUISITION FROM THE PROJECT FUND

Requisition No. \_\_\_\_

The undersigned authorized representative of The Galileo School Foundation, Inc. (the "Borrower") hereby requests The Bank of New York Mellon Trust Company, N.A., a national banking association organized and validly existing under the laws of the United States of America, as trustee (the "Trustee") under that certain Trust Indenture dated as of July 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of November 1, 2024, each between the Seminole County Industrial Development Authority and the Trustee, to pay to the Persons listed on Schedule I attached hereto, the amounts shown for the purposes indicated from the Project Fund established and maintained under the Indenture.

The Borrower hereby certifies that (a) obligations in amounts stated in this Requisition have been incurred by the Borrower and are presently due and payable and each item is a proper charge against the Project Fund and has not been previously paid from the Project Fund; (b) there has not been filed with or served upon the Borrower any notice of claim of lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the persons named in this Requisition, that has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law; (c) no Event of Default has occurred under the Loan Agreement; and (d) this requisition meets the requirements of the Loan Agreement.

All payments shall be made by check or wire transfer in accordance with payment instructions contained in Schedule I and the Trustee shall have no duty or obligation to authenticate such payment instructions or the authorization thereof.

Dated: \_\_\_\_\_

**THE GALILEO SCHOOL FOUNDATION,  
INC.**

By: \_\_\_\_\_  
Authorized Borrower Representative

SCHEDULE I  
(PROJECT FUND REQUISITION)

| <u>Item #</u> | <u>Name/Address</u> | <u>Payment Method</u> | <u>Amount</u> | <u>Purpose</u> |
|---------------|---------------------|-----------------------|---------------|----------------|
|---------------|---------------------|-----------------------|---------------|----------------|

**EXHIBIT C**  
**ESTIMATED SCHEDULE OF LOAN REPAYMENTS\***

*See attached.*

\*Actual loan repayments will be calculated based upon invoices submitted by the Lender to the Trustee.



**EXHIBIT D**

**BORROWER'S EXISTING INDEBTEDNESS**

*See attached.*

**EXHIBIT E**

**REMAINING PRINCIPAL COMPONENT SCHEDULE BY SCHOOL**

*See attached.*

## EXHIBIT B

### FORM OF FIRST SUPPLEMENTAL TRUST INDENTURE

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**SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**  
**As Issuer**

**And**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,**  
**as Trustee**

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**FIRST SUPPLEMENTAL TRUST INDENTURE**  
**dated as of November 1, 2024**  
**Supplementing the**  
**TRUST INDENTURE**  
**Dated as of July 1, 2021**

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**\$(5,500,000)**  
**Seminole County Industrial Development Authority**  
**Educational Facilities Revenue Bonds**  
**(Galileo Schools for Gifted Learning Project)**  
**Series 2024**

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EXHIBIT A FORM OF SERIES 2024 BONDS

EXHIBIT B FORM OF BORROWER CONSENT

EXHIBIT C FORM OF ADVANCE REQUEST

THIS FIRST SUPPLEMENTAL TRUST INDENTURE, dated as of the 1<sup>st</sup> day of November, 2024 (this “First Supplemental Indenture”), supplements the Indenture of Trust dated

as of July 1, 2021, as heretofore supplemented (the “Original Indenture” and together with the First Supplemental Indenture, the “Indenture”), by and between the SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Florida (the “Issuer”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and validly existing under the laws of the United States of America, as trustee (the “Trustee”).

## **RECITALS**

**WHEREAS**, pursuant to the Indenture, the Issuer previously issued its Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2021A, originally issued in the aggregate principal amount of \$29,480,000 (the “Series 2021A Bonds”), and its Taxable Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2021B, originally issued in the aggregate principal amount of \$165,000 ; and

**WHEREAS**, Section 2.10 of the Indenture authorizes the Issuer to issue Additional Bonds (defined in the Indenture) under the conditions set forth therein; and

**WHEREAS**, The Galileo School Foundation, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Florida (the “Borrower”) has requested that the Issuer issue its Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024 (the “Series 2024 Bonds”) in the aggregate principal amount of \$[5,500,000], to finance, refinance and/or reimburse the costs of the 2024 Project (as defined below) and pay costs of issuance of the Series 2024 Bonds in accordance with that certain First Supplemental Loan Agreement, dated as of November 1, 2024 (the “First Supplemental Loan Agreement”), between the Issuer and the Borrower; and

**WHEREAS**, in connection with the issuance of the Series 2024 Bonds, it is necessary to supplement the Original Indenture in certain respects to provide for the issuance of the Series 2024 Bonds, the application of the proceeds thereof and the modification of certain provisions thereof as they relate to the Series 2024 Bonds and the 2024 Project; and

**WHEREAS**, the Issuer and the Trustee are authorized to execute and deliver this First Supplemental Indenture and to observe and perform all of the covenants, agreements and obligations on their part to be observed and performed hereunder.

**NOW THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:**

In consideration of the premises and of the acceptance by the Trustee of the trust created by the Original Indenture, and of the purchase and acceptance of the Series 2024 Bonds by the holders thereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of declaring the terms and conditions upon which the Series 2024 Bonds are to be issued, authenticated, delivered, secured and accepted by persons who shall, from time to time, be or become holders thereof, and in order to secure the payment of the Series 2024 Bonds issued and outstanding under the Indenture, and the interest thereon, according to their tenor, purport and effect, and in order to secure the performance and observance of all the

covenants, agreements and conditions therein and herein contained, the Issuer and Trustee hereby agree as follows:

## **ARTICLE I FACTUAL RECITALS**

The Issuer hereby finds, determines and declares that:

(a) All capitalized terms used herein unless otherwise defined have the same meaning as ascribed to those terms in Article II of this First Supplemental Indenture, or if not defined herein, as defined in the Original Indenture.

(b) The provisions of the Florida Constitution, Parts II, III and VII, Chapter 159 of the Florida Statutes, as amended and other applicable provisions of law (collectively, the “Act”) authorize the Issuer to finance, refinance and/or reimburse the 2024 Project and that the financing of the 2024 Project will provide and preserve gainful employment, will promote commerce and economic development within the State of Florida (the “State”), and will serve a public purpose by providing educational facilities within the meaning of the Act and advancing the economic prosperity and the general welfare of the State and its people;

(c) The financing, refinancing and/or reimbursing of the 2024 Project is a lawful corporate purpose of the Issuer, and is authorized by the Act and the Indenture.

(d) For the purpose of providing funds to finance, refinance and/or reimburse the 2024 Project, the Issuer by Resolution No. [ ] has duly authorized and does hereby duly authorize the issuance of the Series 2024 Bonds. The Series 2024 Bonds shall be secured by a pledge of the Payments received by the Issuer on parity with the Outstanding Series 2021 Bonds and any Outstanding Additional Bonds, and as otherwise expressly provided herein.

## **ARTICLE II DEFINITIONS**

**SECTION 2.01 DEFINITIONS; MODIFICATIONS OF CERTAIN DEFINITIONS CONTAINED IN THE SUPPLEMENTED INDENTURE.** (a) Except as otherwise defined herein, words and terms which are defined in the Original Indenture shall have the same meanings ascribed to them when used herein unless the context or use indicates a different meaning or intent. In addition to the words and terms elsewhere defined in this First Supplemental Indenture, the following words and terms as used herein shall have the following meanings unless the context or use indicates another or different meaning or intent:

“**2024 Facilities**” means, collectively, the facilities financed or refinanced in whole or in part with the proceeds of the Series 2024 Bonds as part of the 2024 Project, as more particularly described in EXHIBIT A to the First Supplemental Loan Agreement

“**2024 Initial Advance**” means the initial Advance made under the Series 2024 Bonds on the Delivery Date.



**“2024 Project”** means the acquisition, construction and equipping of the 2024 Facilities, including any improvements thereto, of certain charter school facilities more particularly identified herein located within Seminole County, Florida related to the Company’s existing educational and ancillary facilities located as more particularly described in EXHIBIT A to the First Supplemental Loan Agreement financed or refinanced with the proceeds of the Series 2024 Bonds.

**“2024 Project Component”** means, individually, as applicable, (1) the School and related campus referred to as Galileo ELC and (2) the additional land located adjacent to Galileo Skyway, as more particularly described in the First Supplemental Loan Agreement.

**“Advance”** means an Advance of the Series 2024 Bonds proceeds pursuant to Section 3.11 hereof, which shall be deemed to be an advance by the Beneficial Owners to the Issuer of proceeds of the Series 2024 Bonds to fund the Loan and, in turn, an advance by the Issuer of a portion of the Loan to the Borrower.

**“Advance Request”** means a certificate executed by a Borrower Representative and approved by the Lender requesting an additional Advance of Series 2024 Bond proceeds which shall be substantially in the form of EXHIBIT C hereof.

**“Compliance Agreement”** means the Errors and Omissions/Compliance Agreement, dated as of November 1, 2024, from the Borrower in favor of the Lender.

**“Covenants Agreement”** means the Continuing Covenants Agreement, dated as of November 1, 2024, by and between the Borrower and the Lender.

**“Final Advance Date”** means, with respect to the Series 2024 Bonds, [\_\_\_\_]; provided, such date may be extended by the Lender in its sole discretion and, provided further that there may be no extension beyond three years from the date of the Delivery Date unless the Lender first obtains (at Borrower's expense) a written Opinion of Bond Counsel to the effect that such extension, in and of itself, will not adversely affect any exclusion from gross income of interest on the Series 2024 Bonds for federal income tax purposes.

**“Environmental Indemnity Agreement”** means the Environmental Indemnity Agreement, dated as of November 1, 2024, by the Borrower in favor of the Lender.

**“Galileo ELC”** means the School which is a public charter school operated by the Borrower and known as “Galileo School for Gifted Learning – Early Learning Center” located at 3900 E. State Road 41, Sanford, Florida, and approved and authorized by the School Board pursuant to the applicable Charter Schools Contracts.

**“Interest Payment Date”** means, for the Series 2024 Bonds, the [20<sup>th</sup>] of each month, commencing on [December 20, 2024].

**“Lender”** means Origin Securities, LLC.

**“Mortgage Modification”** means, that certain Mortgage Modification and Spreader Agreement dated as of [November 20, 2024] by the Borrower, as Mortgagor, in favor of the

Trustee, as Mortgagee, creating a lien on the 2024 Project in favor of the Trustee on behalf of the Bondholders.

**“Original Indenture”** means the Indenture of Trust dated as of July 1, 2024, by and between the Issuer and the Trustee.

**“Original Loan Agreement”** means the Loan Agreement dated as of July 1, 2021, by and between the Issuer and the Borrower.

**“Principal Payment Date”** means, with respect to the Series 2024 Bonds, the [20<sup>th</sup>] day of each month, commencing on [December 20, 2026].

**“Series 2024 Bonds”** means the Seminole County Industrial Development Authority Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024, in an amount of \$[5,500,000].

**“Series 2024 Borrower Documents”** means this First Supplemental Indenture, the First Supplemental Loan Agreement, the Series 2024 Tax Certificate, the Compliance Agreement, the Environmental Indemnity Agreement, the Covenants Agreement, and the Mortgage Modification.

**“Series 2024 Borrower Resolutions”** means the resolutions or other authorizing, inter alia, action adopted by the governing board of the Borrower authorizing reimbursement of certain capital expenditures by the Borrower, the purchase of the 2024 Project, the Series 2024 Loan and the execution and delivery of the Series 2024 Borrower Documents being executed in connection with the Series 2024 Bonds.

**“Series 2024 Cost of Issuance Fund”** means the Series 2024 Cost of Issuance Fund created pursuant to Section 3.03 hereof.

**“Series 2024 Loan”** means the loan by the Issuer to the Borrower of the proceeds from the sale of the Series 2024 Bonds (exclusive of accrued interest paid by the initial purchasers of any Series 2024 Bonds) pursuant to the Loan Agreement.

**“Series 2024 Project Fund”** means the Series 2024 Project Fund created pursuant to Section 3.03 hereof.

**“Series 2024 Reserve Account Requirement”** means, with respect to the Series 2024 Bonds, \$[ ], which is an amount equal to [ ].

**“Series 2024 Subaccount of the Interest Account”** means the Series 2024 Subaccount of the Interest Account created pursuant to Section 3.03 hereof.

**“Series 2024 Sinking Subaccount of the Principal Account”** means the Series 2024 Sinking Subaccount of the Principal Account created pursuant to Section 3.03 hereof.

**“Series 2024 Subaccount of Reserve Account”** means the Series 2024 Subaccount of the Reserve Account created pursuant to Section 3.03 hereof.

**“Series 2024 Tax Certificate”** means the Tax Certificate and Agreement relating to the Series 2024 Bonds dated the date of issuance of the Series 2024 Bonds, between the Issuer and the Borrower.

(b) The following terms contained in the Original Indenture are hereby modified in connection with the issuance of the Series 2024 Bonds, the construction and installation of the 2024 Project and the execution and delivery of the Mortgage Modification with Section 9.01(e) of the Original Indenture:

**“Borrower Documents”** means, collectively, the Loan Agreement, the Borrower Resolutions, the Charter Schools Contracts, the Tax Certificate, the Continuing Disclosure Agreement, the Bond, the Purchase Agreement, the Mortgage and the Series 2024 Borrower Documents.

**“Determination of Taxability”** means, with respect to the Series 2021A Bonds, the Series 2024 Bonds or any other series of Tax-Exempt Bonds, (i) subject to (a) and (b) below, the enactment of legislation or the adoption of final regulations or a final decision, ruling or technical advice by any federal judicial or administrative authority that has the effect of requiring interest on the Series 2021A Bonds or the Series 2024 Bonds to be included in the gross income of the Beneficial Owner for federal income tax purposes or (ii) the receipt by the Issuer and Trustee of a written opinion of nationally recognized bond counsel selected by the Borrower and approved by the Issuer to the effect that the interest on a Tax-Exempt Bond must be included gross income for federal income tax purposes. A Determination of Taxability will not result from the inclusion of interest on the Series 2021A Bonds or the Series 2024 Bonds (a) in the computation of the alternative minimum tax imposed by Section 55 of the Code, the branch profits tax on foreign corporations imposed by Section 884 of the Code or the tax imposed on the net passive income of certain S corporations under Section 1375 of the Code or (b) as a result of a change to a federal statute or tax law by federal legislation passed into law after the date of execution and delivery hereof. Therefore, a change in federal statute or tax law by federal legislation passed into law after the issuance of the Series 2021A Bonds or the Series 2024 Bonds that adversely effects the federal tax-exempt status thereof does not result in a Determination of Taxability under this Indenture. A Determination of Taxability is not, in of itself, an Event of Default hereunder or under the Loan Agreement.

**“Indenture”** means the Indenture of Trust dated as of July 1, 2021, between the Issuer and the Trustee, together with all indentures supplemental thereto or amendatory thereof as therein permitted, including without limitation, this First Supplemental Indenture.

**“Loan”** means (i) the loan by the Issuer to the Borrower of the proceeds from the sale of the Series 2021 Bonds (exclusive of accrued interest paid by the initial purchasers of any Series 2021 Bonds) pursuant to the Loan Agreement and (ii) the Series 2024 Loan.

**“Loan Agreement”** means (i) the Original Loan Agreement, as originally executed or as it may from time to time be supplemented, modified or amended subject to and in accordance with the terms thereof and Section 6.06(b) of the Indenture and (ii) the First Supplemental Loan Agreement.

**“Maturity Date”** means, (i) with respect to the Series 2021A Bonds, June 15, 2056; (ii) with respect to the Series 2021B Bonds, June 15, 2024; (iii) with respect to the Series 2024 Bonds, [November 20, 2031]; and (iv) with respect to any Series of Additional Bonds, the date specified in the Supplemental Indenture authorizing such Series of Additional Bonds.

**“Mortgage”** means, collectively, (i) that certain Mortgage, Assignment of Rents, Fixture Filing and Security Agreement dated as of July 1, 2021, by the Borrower, as Mortgagor, in favor of the Trustee, as Mortgagee, creating a lien on the Project in favor of the Trustee on behalf of the Bondholders and (ii) the Mortgage Modification, as each may be supplemented or amended from time to time, in accordance with their terms.

**“Project Component”** means, individually, as applicable, (1) the School and related campus referred to as Galileo Riverbend, (2) the School and related campus referred to as Galileo Skyway, (3) the 2024 Project Component, and (4) any other Project Component identified pursuant to a Supplemental Indenture related to Additional Bonds.

**“School”** or **“Schools”** means, individually, as applicable, (i) Galileo Riverbend, (ii) Galileo Skyway, (iii) Galileo ELC, and (iv) any other public charter School or Schools owned by the Borrower using facilities, which are financed or refinanced with the proceeds of the Series 2021 Bonds, the Series 2024 Bonds, or any Additional Bonds issued under this Indenture.

**“Tax Certificate”** means (i) the Tax Certificate and Agreement relating to the Series 2021A Bonds dated the date of issuance of the Series 2021 Bonds, between the Issuer and the Borrower, (ii) the Series 2024 Tax Certificate, and (iii) any tax certificate or agreement executed and delivered in connection with the issuance of any Additional Bonds, as may be amended or supplemented in accordance with their respective terms.

**“Tax-Exempt Bonds”** means the Series 2021A Bonds, the Series 2024 Bonds, and any additional Bonds the interest payable on which is intended as of the date of issuance thereof, to be excluded from the income of the Holders thereof for federal income tax purposes.

**SECTION 2.02 USE OF PHRASES.** Words of the masculine gender used herein shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words “Series 2024 Bond,” “Bondholder,” “Holder,” “registered owner,” and “person” shall include the plural as well as the singular number, and the word person shall include corporations and associations, including public bodies, as well as persons. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this First Supplemental Indenture and not solely to the particular portion thereof in which any such word is used. Any percentage of Series 2024 Bonds specified herein for any purpose is to be calculated on the unpaid Series 2024 Bond then Outstanding.

### **ARTICLE III**

#### **FORM OF THE SERIES 2024 BONDS AND AUTHORIZATION OF THE SERIES 2024 BONDS; TRANSFER OF THE SERIES 2024 BONDS**

**SECTION 3.01 FORM OF THE SERIES 2024 BONDS.** The Series 2024 Bonds shall be substantially in the respective forms set forth in EXHIBIT A with variations, omissions

and insertions as are permitted or required by this First Supplemental Indenture or deemed necessary by the Trustee, in substantially the form attached hereto as EXHIBIT B. The Series 2024 Bonds shall be executed in the name and on behalf of the Issuer, by the manual or facsimile signature, by at least two members of the Issuer in their official capacities. Any Series 2024 Bond may be signed (manually or facsimile), sealed or attested on behalf of the Issuer by any Person who, as the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such Person may have ceased to hold such office.

**SECTION 3.02 AUTHORIZED AMOUNT OF BONDS.** The total principal amount of the Series 2024 Bonds that may be issued hereunder is hereby expressly limited to, and the amount hereby authorized to be issued shall be, \$[5,500,000].

The Series 2024 Bonds shall be issued in Authorized Denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, except that a Series 2024 Bonds may be exchanged after mandatory redemption for a Series 2024 Bond in a denomination of less than \$100,000 but in \$5,000 integral multiples to the extent necessary to represent the unredeemed portion of any Series 2024 Bond.

**SECTION 3.03 ESTABLISHMENT OF FUNDS AND SUBACCOUNTS.** The Issuer hereby establishes and creates the following Funds and Subaccounts for the Series 2024 Bonds, all of which shall be special trust funds and accounts held by the Trustee:

- (a) Series 2024 Project Fund;
- (b) Series 2024 Subaccount of the Reserve Account;
- (c) Series 2024 Cost of Issuance Fund;
- (d) Series 2024 Sinking Subaccount of the Principal Account; and
- (e) Series 2024 Subaccount of the Interest Account.

**SECTION 3.04 AUTHORIZATION OF THE SERIES 2024 BONDS; BOOK ENTRY ONLY SYSTEM OF REGISTRATION; PAYMENT.** (a) There is hereby authorized to be issued hereunder and secured hereby an issue of bonds in one series, designated as the "Seminole County Industrial Development Authority Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024,". The Series 2024 Bonds shall be issuable only as fully registered bonds in Authorized Denominations. The Series 2024 Bonds shall be separately lettered "R" and shall be numbered separately from 1 upward.

Interest on the Series 2024 Bonds shall accrue from and including the date of issuance to the date of payment in full and retirement of the Series 2024 Bonds; provided, however, that interest shall accrue only with respect to the amount Advanced and outstanding under the Series 2024 Bonds in accordance with the terms hereof and of the Loan Agreement. Interest on the Series 2024 Bonds shall be payable monthly on each Interest Payment Date, commencing [December 20, 2024].

The Series 2024 Bonds shall have a final maturity of [November 20, 2031], and the principal thereof shall be payable in annual installments on each Principal Payment Date in accordance with the Series 2024 Bonds, subject to adjustment to reflect Advances.

Interest on the Series 2024 Bonds shall be computed on the basis of a 360-day year composed of twelve 30-day months. Series 2024 Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been paid, or if no interest has been paid, from the date of the Series 2024 Bonds.

The Series 2024 Bonds are being issued as draw-down bonds, the purchase price of which shall be Advanced from time to time as further provided in Section 3.11 hereof. By acceptance of the Series 2024 Bonds, such initial Beneficial Owners agree to make Advances pursuant to the terms of Section 3.11 hereof, the First Supplemental Loan Agreement, and the Covenants Agreement.

The outstanding principal amount of the Series 2024 Bonds shall be increased by the amount of each respective Advance made, but (i) the total aggregate amount of all Advances with respect to the Series 2024 Bonds made hereunder (and, therefore, the principal amount of the Series 2024 Bonds) shall not exceed \$[5,500,000]. An amount that has been Advanced and then repaid shall not be again Advanced.

On the Delivery Date, the initial Beneficial Owners shall transfer the proceeds of the 2024 Initial Advance to the Trustee in accordance with written instructions delivered to the Trustee in the form of a closing memorandum or similar instrument signed by a Borrower Representative and approved in writing by the Lender. Proceeds from the 2024 Initial Advance Bonds in the amount of \$[ ] shall be deposited as follows:

(1) An amount equal to \$[ ] shall be deposited into the Series 2024 Cost of Issuance Fund;

(2) An amount equal to \$[ ] shall be deposited into the Series 2024 Project Fund; and

(3) An amount equal to \$[ ] shall be deposited into the Series 2024 Subaccount of the Reserve Account.

(b) After execution, the Series 2024 Bonds shall be deposited with the Trustee for authentication, but before authentication and delivery by the Trustee there shall be filed with the Trustee the following:

(i) a copy of the resolution of the governing board of the Borrower authorizing the issuance of the Series 2024 Bonds and the execution and delivery of the Series 2024 Borrower Documents;

(ii) a certified copy of the resolution(s) of the Issuer authorizing the issuance of the Series 2024 Bonds and the execution and delivery of the First Supplemental Loan Agreement and this First Supplemental Indenture;

(iii) original executed counterparts of the First Supplemental Loan Agreement and this First Supplemental Indenture;

(iv) a copy of the executed Mortgage Modification to be filed in the public records of Seminole County, Florida, and a pro-forma title insurance policy;

(v) an executed copy of the written request of and authorization by the Issuer to the Trustee to authenticate and deliver the Series 2024 Bonds;

(vi) the approving Opinion of Bond Counsel delivered in connection with the issuance of the Series 2024 Bonds and any reliance letter relating thereto;

(vii) an opinion of Borrower's Counsel; and

(viii) such other closing documents and opinions of counsel as the Trustee, the Issuer, counsel to the Issuer, the Lender, or Bond Counsel may reasonably specify.

(c) The Series 2024 Bonds shall be originally issued in Book Entry Form and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company.

The Series 2024 Bonds are subject to prior redemption as set forth herein. The Series 2024 Bonds shall be substantially in the form and tenor herein recited with such appropriate variations, omissions and insertions as are permitted or required by this First Supplemental Indenture.

**SECTION 3.05 SERIES 2024 COST OF ISSUANCE FUND.** The Borrower shall deposit to the Series 2024 Cost of Issuance Fund \$[ ] from proceeds of the Series 2024 Bonds. The Trustee shall transfer amounts from the Series 2024 Cost of Issuance Fund as directed by the Borrower. The Trustee shall keep and maintain adequate records pertaining to the Series 2024 Cost of Issuance Fund, and all payments therefrom, which shall be open to inspection by the Issuer, the Borrower, the Registered Owners of the Series 2024 Bonds, the Beneficial Owners of the Series 2024 Bonds, or their duly authorized agents during normal business hours of the Trustee. If any funds remain in the Series 2024 Cost of Issuance Fund on the earlier of the receipt by the Trustee of a certificate of the Borrower stating that all of the costs of issuance have been paid or ninety (90) days from the date of the 2024 Initial Advance, the Trustee shall transfer any funds remaining in the Series 2024 Cost of Issuance Fund to the Series 2024 Project Fund and close the Series 2024 Cost of Issuance Fund.

**SECTION 3.06 CUSTODY OF THE SERIES 2024 COST OF ISSUANCE FUND.** The Series 2024 Cost of Issuance Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer authorizes and directs the Trustee, on the requisition of the Borrower Representative, to withdraw sufficient funds from the Series 2024 Cost of Issuance Fund to pay the costs incurred in connection with the authorization, issuance and sale of the Series 2024 Bonds, which authorization and direction the Trustee hereby accepts.

**SECTION 3.07 USE OF MONIES IN THE PRINCIPAL ACCOUNT AND THE INTEREST ACCOUNT.** Except as provided in this Section 3.07 and in the Original Indenture, monies in the Principal Account shall be used solely for the payment of the principal of and premium, if any, on the Bonds, and monies in the Interest Account shall be used solely for

payment of the interest on the Bonds. Monies in the Series 2024 Subaccounts of the Principal Account and the Interest Account shall be used solely for the payment of principal of and interest on the Series 2024 Bonds.

**SECTION 3.08 PAYMENTS INTO THE RESERVE ACCOUNT.** There shall be deposited into the Series 2024 Subaccount of the Reserve Account \$[ ] of proceeds of the Series 2024 Bonds. During the final year of maturity of the Series 2024A Bonds the Trustee shall credit the Bond Principal Fund each month with 1/12 of the amount on deposit in the Series 2024 Subaccount of the Reserve Account.

The Series 2024 Reserve Requirement, as it relates to the Series 2024 Bonds, is \$[ ]. The monies in the Series 2024 Subaccount of the Reserve Account secures only the Series 2024 Bonds.

**SECTION 3.09 SERIES 2024 PROJECT FUND.** (a) Proceeds of Advances under the Series 2024 Bonds shall be deposited in the Series 2024 Project Fund as set forth herein and as may be further provided in the corresponding Advance Request. In addition, there shall be deposited in the Series 2024 Project Fund any moneys required to be (i) deposited in the Project Fund pursuant to the provisions of any Supplemental Indenture authorizing the issuance of Additional Bonds or (ii) transferred to the Project Fund pursuant to the investment provisions of this Indenture, and all other moneys the Borrower may make available in their discretion to pay the reasonable or necessary costs incidental to the acquisition, improvement or equipping of the Project and all other necessary and incidental expenses in connection with the foregoing. (b) Any moneys remaining in the Series 2024 Project Fund on the earlier of (i) the date the Borrower provides written notice to the Trustee that they will not make any further requisitions from the Series 2024 Project Fund or (ii) November [20], 2026, shall (a) be transferred to the Series 2024 Subaccount of the Principal Account and used to redeem the Series 2024 Bonds on the next succeeding Interest Payment Date on which such Series 2024 Bonds shall be subject to redemption if such amount exceeds \$100,000, or (c) be transferred to the Series 2024 Subaccount of the Interest Account if less than \$100,000. Upon the occurrence of any of the foregoing, the Trustee shall close the Series 2024 Project Fund.

**SECTION 3.10 REBATE FUND.** In addition to the provisions of Section 3.16 of the Original Indenture, the Tax Certificate may be superseded or amended by a certificate of the Borrower, accompanied by an Opinion of Bond Counsel addressed to the Borrower and the Trustee to the effect that the use of said new certificate will not adversely affect the exclusion of interest on the Series 2024A Bonds from gross income of the recipients thereof for purposes of federal income taxation.

**SECTION 3.11 ADVANCES.**

(a) *General.* Pursuant to the terms hereof and of the Loan Agreement, the Beneficial Owners have agreed to purchase the Series 2024 Bonds from the Issuer pursuant to a series of Advances made to the Borrower to finance and refinance (including reimbursement) the Cost of



the Project, capitalized interest, and costs of issuance of such Series 2024 Bonds as further provided herein.

The outstanding principal amount of the Series 2024 Bonds shall be increased by the amount of each respective Advance made, but (i) the total aggregate amount of Advances with respect to the Series 2024 Bonds made hereunder, (and, therefore, the principal amount of the Series 2024 Bonds) shall not exceed \$[5,500,000]. An amount that has been Advanced and then repaid shall not be again Advanced. The disbursement of each Advance shall be deemed to be a purchase at par of an equivalent principal amount of the applicable Series 2024 Bond. The Beneficial Owners' commitment to fund Advances shall commence on the date hereof and shall expire and terminate on the earlier of (1) the date that the aggregate amount of Advances with respect to the Series 2024 Bonds equals \$[5,500,000], and (2) the Final Advance Date. The commitment to make Advances may be suspended after the occurrence and during the continuance of an Event of Default and shall be subject in all respects to the terms and provisions of the Loan Agreement.

(b) *Initial Advances.* On the Delivery Date, proceeds of the 2024 Initial Advance shall be transferred by the initial Beneficial Owners to the Trustee in the amounts and as further provided in the form of a written closing memorandum or similar instrument signed by a Borrower Representative. The Trustee shall deposit such proceeds in the Funds and/or Accounts specified in such closing memorandum to be applied to pay costs of issuance associated with the Series 2024 Bonds and pay certain costs associated with the 2024 Project as provided therein.

(c) *Subsequent Advances.* After the 2024 Initial Advance, each subsequent Advance under the Series 2024 Bonds shall be funded upon the Lender's receipt and approval of an Advance Request; provided, the aggregate amount of all Advances hereunder with respect to the Series 2024 Bonds, including the 2024 Initial Advance, shall not exceed \$[5,500,000].

The Advances on the Series 2024 Bonds shall be made no more than once per 30 days.

Each Advance Request shall be delivered by the Borrower to the Lender for approval (with a copy to the Trustee) in accordance with the Loan Agreement and the Covenants Agreement.

The Lender's approval of each Advance Request shall be subject to the conditions set forth in the Loan Agreement. Upon satisfaction of such conditions, the Lender shall execute its approval of such Advance Request. Advances shall be funded on a Business Day. The Beneficial Owners, on behalf of the Issuer, shall deliver the proceeds of each Advance to the Trustee in immediately available funds for deposit into such Fund and/or Account or Funds and/or Accounts as shall be specified in the applicable Advance Request or as otherwise provided in such Advance Request. All disbursements to the Borrower of Advance proceeds from any Fund and/or account shall be made pursuant to a requisition or as otherwise provided in the Indenture, the Loan Agreement and the Covenants Agreement. If necessary to reflect the terms of any Advance, the Trustee, at the direction of the Lender, shall replace the principal payment schedule attached to the Series 2024 Bonds and any of the other Borrower Documents with amended versions. So long as the book entry system is in effect for the Series 2024 Bonds, the Borrower shall cause the Trustee to arrange for an increase to the principal amount of such Outstanding Series 2024 Bonds corresponding to

the amount of any Advances made hereunder on the records of the Depository following the Depository's then current procedures.

#### **ARTICLE IV REDEMPTION OF SERIES 2024 BONDS**

**SECTION 4.01      OPTIONAL REDEMPTION.** The Series 2024 Bonds shall be subject to Optional Redemption prior to maturity, at the direction of the Borrower, in whole or in part at any time on or after November [20], 2024, but before November [20], 2025, at a redemption price of 105%, at any time on or after November [20], 2025, but before November [20], 2026, at a redemption price of 104%, at any time on or after November [20], 2026, but before November [20], 2027, at a redemption price of 103%, at any time on or after November [20], 2027, but before November [20], 2028, at a redemption price of 102%, at any time on or after November [20], 2028, but before November [20], 2029, at a redemption price of 101% and on or after November [20], 2029 through and including the date prior to maturity at a redemption price of 100%, plus, in each case, all accrued interest thereon to, but not including, the redemption date.

#### **ARTICLE V PARTICULAR COVENANTS**

**SECTION 5.01      ORIGINAL INDENTURE APPLICABLE TO SERIES 2024 BONDS.** The Series 2024 Bonds are issued in compliance with Section 9.01 of the Original Indenture as Additional Bonds having a lien on the assets and Payments ranking on parity with the lien of the Outstanding Series 2021 Bonds. Except with respect to the separate Funds and Subaccounts established herein for the Series 2024 Bonds or the Series 2021 Bonds, the Series 2024 Bonds shall be entitled to the same benefit and security of the Original Indenture as the Outstanding Series 2021 Bonds, and all of the provisions of the Original Indenture, except to the extent inconsistent with the provisions of this First Supplemental Indenture, are hereby made a part of this First Supplemental Indenture as fully and to the same extent as if such provisions were incorporated verbatim herein.

#### **ARTICLE VI MISCELLANEOUS**

**SECTION 6.01      BINDING EFFECT.** This First Supplemental Indenture shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their successors and assigns, subject, however, to the limitations contained herein.

**SECTION 6.02      REFERENCES TO LOAN, PROJECT AND FACILITIES.** Any and all references in the Original Indenture to "Loan" shall specifically include the Series 2024 Loan, as described in this First Supplemental Indenture and in the First Supplemental Loan Agreement. Any and all references to Project shall specifically include the 2024 Project, as described in the First Supplemental Loan Agreement. Any and all references to Facilities shall specifically include the 2024 Facilities, as described in this First Supplemental Indenture and in the First Supplemental Loan Agreement.

**SECTION 6.03 SEVERABILITY.** In the event any provision of this First Supplemental Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 6.04 EXECUTION IN COUNTERPARTS.** This First Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 6.05 GOVERNING LAW.** The First Supplemental Indenture shall be governed by the laws of the State of Florida without regard to conflict of laws principals.

**SECTION 6.06 TITLES, HEADINGS, ETC.** The titles and headings of the articles, sections and subsections of this First Supplemental Indenture have been inserted for the convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

[Signature pages to follow]

**IN WITNESS WHEREOF**, the Issuer has executed this Indenture by causing its name to be hereunto subscribed by its Chair and by causing the official seal of the Issuer to be impressed hereon and attested by its Secretary and, in token of its acceptance of the trusts created hereunder, the Trustee has caused this Indenture to be signed in its name by an officer hereunto duly authorized, all as of the day and year first above written.

**SEMINOLE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Chair

Attest:

By: \_\_\_\_\_  
Secretary

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee**

By: \_\_\_\_\_  
Title

**EXHIBIT A**  
**FORM OF BOND**

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

Except as provided in the Indenture herein described, upon any transfer of a Beneficial Owner's (as defined in the Indenture) interest in this Bond, the purchaser thereof shall be deemed to have certified to the Trustee and acknowledged, represented and agreed with the Borrower, the Issuer and the Underwriter (as such terms are defined in the Indenture described herein) that such purchaser is acquiring this Bond for its own account and that it is (a) a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act"), or (b) an "accredited investor," as defined in Rule 501(a) of the 1933 Act.

REGISTERED

No. R-\_\_\_\_\_ \$ \_\_\_\_\_

**SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**  
**EDUCATIONAL FACILITIES REVENUE BONDS**  
**(GALILEO SCHOOLS FOR GIFTED LEARNING PROJECT),**  
**SERIES 2024**

| <b>Rate of Interest</b> | <b>Maturity Date</b> | <b>Dated Date</b> | <b>CUSIP</b> |
|-------------------------|----------------------|-------------------|--------------|
| Variable                | November 20, 2031    | _____, 2024       | [_____]      |

Registered Owner: Cede & Co.

Principal Amount: \_\_\_\_\_ DOLLARS

The Seminole County Industrial Development Authority (the "Issuer"), a public body corporate and politic created in and existing under the laws of the State of Florida (the "State"), for value received, hereby promises to pay (but only out of the Loan Repayments and other assets pledged therefor as hereinafter mentioned) to CEDE & CO. or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter mentioned), the principal

sum of \_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_) or such lesser amount as shall have been Advanced hereunder (as defined in the hereinafter defined Indenture), in lawful money of the United States of America; and to pay interest thereon (but only from said Loan Repayments and other assets pledged therefor) in like lawful money from the date hereof until payment of such principal sum shall be discharged as provided in the Indenture as defined below, at the rate stated above, payable on the [20<sup>th</sup>] of each month, commencing on [December 20, 2026]. The principal or redemption price (as set forth in the Indenture) hereof is payable at the Corporate Trust Office (as defined in the Indenture) of The Bank of New York Mellon Trust Company, N.A. (together with any successor trustee as provided in the Indenture the "Trustee"). Interest hereon is payable by check mailed on each interest payment date to the Registered Owner hereof as of the last day of the month immediately preceding the month in which such interest payment date occurs (except with respect to defaulted interest) (the "Record Date") at the address appearing on the bond registration books maintained by the Trustee; provided, however, that the holder of \$1,000,000 or more in aggregate principal amount of the Bonds may be paid by wire transfer to an account within the United States of America upon written request filed with the Trustee at least one Business Day before the Record Date for the applicable interest payment date.

The principal amount of this Bond may be Advanced from time to time pursuant to the terms of the Indenture, provided, however, that the aggregate principal amount of this Bond shall not exceed \$[5,500,000] and no Advances shall be made after the Final Advance Date (as defined in the Indenture). The principal amortization schedule attached to this Bond as Schedule 1 shall be adjusted by Trustee after the Final Advance Date in the event less than \$5,500,000 has been Advanced to reflect an aggregate principal amortization equal the outstanding principal amount of all Advances and pro-rata reductions will be made to each scheduled payment to reflect that less than \$5,500,000 has been advanced.

Undefined capitalized terms used herein shall have the meanings assigned to such terms in the Indenture.

From the date hereof until repaid in full, the per annum interest rate to be applied to the unpaid principal balance of this Bond will equal the quotient of 79% times 30-Day Average SOFR (defined below) plus the quotient of 79% times the Margin of 2.85% (the "Interest Rate"), with a minimum Interest Rate of 3.55%.

Origin Securities, LLC (the "Bank"), as initial holder of this Bond, shall have the right to make any technical, administrative or operational changes from time to time that the Bank decides may be appropriate to reflect the adoption and implementation of SOFR or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice or in such other manner as the Bank decides is reasonably necessary. Notwithstanding anything to the contrary herein or in the Indenture or Loan Agreement, any amendments implementing such technical, administrative or operational changes will become effective without any further action or consent of the Borrower. The Bank shall provide notice to the Borrower of any such amendment reasonably promptly after such amendment becomes effective.

If the Bank determines (which determination shall be final and conclusive) that (i) SOFR cannot be determined pursuant to its definition, or (ii) any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or

administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impracticable for the Bank to make or maintain or fund loans based on SOFR, the Bank may require an amendment to this Agreement to replace SOFR with Federal Funds Rate. Any such amendment shall be in writing, shall specify the date that the Federal Funds Rate is effective and shall be executed by the Borrower and the Bank. Until the Federal Funds Rate is effective, amounts bearing interest with reference to SOFR will continue to bear interest with reference to SOFR as long as SOFR is available.

The Bank shall have the right to make any technical, administrative or operational changes from time to time that the Bank decides may be appropriate to reflect the adoption and implementation of SOFR or the Federal Funds Rate or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice or in such other manner as the Bank decides is reasonably necessary. Notwithstanding anything to the contrary herein, any amendments implementing such technical, administrative or operational changes will become effective without any further action or consent of the Borrower, the Issuer or the Trustee. The Bank shall provide notice to the Borrower, the Issuer and the Trustee of any such amendment reasonably promptly after such amendment becomes effective.

Notwithstanding any provision of this Bond to the contrary, in no event shall the Interest Rate exceed the maximum rate allowed by applicable law. For the avoidance of doubt, in no event shall the effective Interest Rate on this Bond be less than 3.55% per annum.

For purposes of this Bond:

"Federal Funds Rate" means, for any day, the rate per annum (rounded upwards, if necessary, to the next 1/100th of 1% but not less than zero) equal to the weighted average of the rates on overnight Federal funds transactions with member banks of the Federal Reserve System arranged by Federal funds brokers, as published by the Federal Reserve Bank of New York (or a successor administrator of 30-Day Average SOFR, referred to herein as "FRBNY") on the next succeeding Business Day or if such rate is not so published for any Business Day, the Federal Funds Rate for such day shall be the average rounded upwards, if necessary, to the next 1/100th of 1% of the quotations for such day on such transactions received by Origin Bank from three Federal funds brokers of recognized standing selected by Origin Bank.

"Payment Date" means the \_\_\_\_ day of each month.

"SOFR" shall mean a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of 30-Day Average SOFR).

"30-Day Average SOFR" means, as of any date of determination, the rate of interest per annum determined by the Lender as the compounded average of SOFR over a rolling calendar day period of thirty (30) days, as such rate is published by the FRBNY (or a successor administrator of 30-Day Average SOFR) as of the date that is two (2) U.S. Government



Securities Business Days before each Payment Date; provided that such rate may be adjusted from time to time in Lender's sole discretion for then-applicable reserve requirements, deposit insurance assessment rates, and other regulatory costs.

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday, or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

The interest rate shall be re-set effective as of each Payment Date but shall initially be determined as if the date first written above were a Payment Date. Interest shall be calculated on the basis of three hundred sixty (360) days per year paid in arrears and for the actual number of days elapsed.

If any installment under this Bond is not received by the holder hereof within fifteen (15) calendar days after the installment is due, the Borrower shall pay to the holder hereof a late charge of five percent (5%) of such installment, or \$10.00 whichever is greater, such late charge to be immediately due and payable without demand by the holder hereof.

If at any time after the date of issuance hereof there should be any change in the maximum marginal rate of federal income tax applicable to the taxable income of the Bank, its successors or assigns ("Bondholder Tax Rate"), then the Interest Rate in effect hereunder from time to time as herein provided, shall be adjusted by the Bank (upward or downward, as the case may be), effective as of the effective date of any such change in the Bondholder Tax Rate, by multiplying the Interest Rate by the product of (i) one minus the Bondholder Tax Rate multiplied by (ii) 1.26582. The Bondholder Tax Rate on the Delivery Date is 21%.

PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS ARE LIMITED AND SPECIAL REVENUE OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE TRUST ESTATE.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE SCHOOL DISTRICT, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE SCHOOL DISTRICT, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE SCHOOL DISTRICT, THE STATE OR ANY OTHER MUNICIPALITY, PUBLIC AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. NO COVENANT OR AGREEMENT CONTAINED IN THIS BOND OR THE INDENTURE SHALL BE DEEMED TO BE A COVENANT OR AGREEMENT OF ANY MEMBER OF THE GOVERNING BODY OF THE ISSUER NOR SHALL ANY OFFICIAL EXECUTING SUCH BONDS BE LIABLE PERSONALLY ON THE BONDS OR BE SUBJECT

TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS.

NO RECOURSE UNDER OR UPON ANY OBLIGATION, COVENANT, OR AGREEMENT CONTAINED IN THE BOND DOCUMENTS, OR UNDER ANY JUDGMENT OBTAINED AGAINST THE ISSUER, OR THE ENFORCEMENT OF ANY ASSESSMENT, OR ANY LEGAL OR EQUITABLE PROCEEDINGS BY VIRTUE OF ANY CONSTITUTION OR STATUTE OR OTHERWISE, OR UNDER ANY CIRCUMSTANCES UNDER OR INDEPENDENT OF THE INDENTURE, SHALL BE HAD AGAINST ANY BOARD MEMBER, OFFICER, EMPLOYEE, AGENT, OR COUNSEL AS SUCH, PAST, PRESENT, OR FUTURE OF THE ISSUER, EITHER DIRECTLY OR THROUGH THE ISSUER OR OTHERWISE, FOR THE PAYMENT FOR OR TO THE ISSUER OR ANY RECEIVER THEREOF, OR FOR OR TO THE OWNER OF ANY BOND ISSUED HEREUNDER, OR OTHERWISE, OF ANY SUM THAT MAY BE DUE AND UNPAID BY THE ISSUER UPON ANY SUCH BOND. ANY AND ALL PERSONAL LIABILITY OF EVERY NATURE WHETHER AT COMMON LAW OR IN EQUITY OR BY STATUTE OR BY CONSTITUTION OR OTHERWISE OF ANY SUCH BOARD MEMBER, OFFICER, EMPLOYEE, AGENT, OR COUNSEL, AS SUCH, TO RESPOND BY REASON OF ANY ACT OR OMISSION ON HIS PART OR OTHERWISE, FOR THE PAYMENT FOR OR TO THE OWNER OF ANY BOND ISSUED HEREUNDER OR OTHERWISE OF ANY SUM THAT MAY REMAIN DUE AND UNPAID UPON THE BOND HEREBY SECURED OR ANY OF THEM IS, BY THE ACCEPTANCE HEREOF, EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND IN CONSIDERATION FOR THE EXECUTION OF THE INDENTURE AND THE ISSUANCE OF THE BONDS.

This Bond is one of a series of bonds entitled "Seminole County Industrial Development Authority Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024" herein called the "Series 2024 Bonds"), limited in aggregate principal amount to \_\_\_\_\_ dollars (\$ \_\_\_\_\_). The Series 2024 Bonds are issued pursuant to a Trust Indenture dated as of July 1, 2021, as supplemented by that certain First Supplemental Trust Indenture, dated as of [November 1, 2024], each by and between the Issuer and the Trustee (each as amended and supplemented, collectively called the "Indenture"). The Series 2024 Bonds are issued for the purpose of making a loan to The Galileo School Foundation, Inc., a Florida not for profit corporation (herein called the "Borrower"), pursuant to a Loan Agreement dated as of July 1, 2021, as supplemented by that certain First Supplemental Loan Agreement dated as of November 1, 2024 (each as amended and supplemented, collectively called the "Loan Agreement"), each between the Issuer and the Borrower, for the purposes and on the terms and conditions set forth therein.

The Series 2024 Bonds are all issued under and are equally and ratably secured and entitled to the protection and benefits provided by the Indenture to the extent and in the manner provided in the Indenture. As provided in the Indenture and subject to the conditions specified therein, additional series of Bonds ("Additional Bonds") may be issued under the Indenture and will rank equally and on a parity with each other and with the Series 2021A Bonds and the Series 2024 Bonds to the extent and in the manner provided in the Indenture. The Series 2021 Bonds, the Series 2024 Bonds and all Additional Bonds are hereinafter collectively referred to as "Bonds." Reference is hereby made to the Indenture (a copy of which is on file at said Corporate Trust

Office) and all indentures supplemental thereto, to the Loan Agreement (a copy of which is on file at said Corporate Trust Office) and to the Act for a description of the rights thereunder of the Holders and Beneficial Owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Issuer thereunder, to all the provisions of which Indenture and Loan Agreement the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Series 2024 Bonds and the interest thereon are secured by an assignment and pledge of Trust Estate consisting of (i) the rights and interest of the Issuer under the Loan Agreement (excluding the Reserved Rights), (ii) the rights, title and interest of the Issuer in the Facilities, subject to Permitted Liens (excluding the Reserved Rights), and (iii) all of the Payments and any other amounts (excluding the Reserved Rights) held in any fund or account established pursuant to the Indenture (other than the Rebate Fund), subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

The Series 2024 Bonds are subject to redemption prior to their stated maturity, at the times and redemption prices, upon the notice and subject to the terms and conditions set forth in the Indenture. If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture. The Indenture provides that in certain events such declaration and its consequences may be rescinded.

The Bonds are issuable only as fully registered Bonds in denominations as set forth in the Indenture. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Bonds may be exchanged, at the Corporate Trust Office, for a like aggregate principal amount of Bonds of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by such person's attorney duly authorized in writing, at the Corporate Trust Office, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided herein and in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a Bond or Bonds, of authorized denomination or denominations and for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

The Issuer and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Issuer and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the provisions of the Act and by the Constitution and laws of the State of Florida, and that the amount of this Bond, together with all other indebtedness of the Issuer, does not exceed any limit

prescribed by the Act, or by the Constitution and laws of the State of Florida, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Trustee.

This Bond shall be construed in accordance with and governed by the Constitution and the laws of the State of Florida applicable to contracts made and performed in the State of Florida.

IN WITNESS WHEREOF, the Seminole County Industrial Development Authority has caused this Bond to be executed by its Chair by his/her manual or facsimile signature, has caused its official seal to be impressed or reproduced hereon, and has caused this bond to be attested by its Secretary by his/her manual or facsimile signature, all as of the Dated Date set forth above.

**SEMINOLE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Title: Chair

Attest:

By: \_\_\_\_\_  
Title: Secretary

**[FORM OF TRUSTEE'S CERTIFICATE OF  
AUTHENTICATION AND REGISTRATION]**

This is one of the Bonds described in the within-mentioned Indenture, which has been authenticated and registered this \_\_ day of November 2024.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee**

By: \_\_\_\_\_  
Authorized Signatory

**[FORM OF ASSIGNMENT]**

For value received the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_  
(print or type name, address, taxpayer identification no.  
and zip code of assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s)  
\_\_\_\_\_ attorney, to transfer the same on the books of the Trustee with full power of substitution  
in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

BOND: The signature to the  
assignment must correspond to  
the name as written on the face  
of this Bond in every particular,  
without any alteration or change  
whatsoever.

Signature Guaranteed By: \_\_\_\_\_

BOND: The signature(s) to the assignment must be guaranteed by an eligible guarantor  
institution.

**EXHIBIT B**

**CONSENT OF  
THE GALILEO SCHOOL FOUNDATION, INC.**

In connection with the execution of the First Supplemental Trust Indenture dated as of November 1, 2024, between the Seminole County Industrial Development Authority (the “Authority”) and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), the undersigned on behalf of The Galileo School Foundation, Inc., hereby consent to the provisions contained therein.

Dated as of November 1, 2024

[Signature Page follows]



THE GALILEO SCHOOL FOUNDATION, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT C

FORM OF ADVANCE CERTIFICATE

\_\_\_\_\_, 20\_\_

Origin Securities, LLC  
Fort Walton Beach, Florida

Seminole County Industrial Development Authority  
Orlando, Florida

The Bank of New York Mellon Trust Company, N.A.  
[\_\_\_\_\_, \_\_\_\_\_]

Re: Seminole County Industrial Development Authority Educational  
Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project),  
Series 2024 (the "Series 2024 Bonds")

This request is being delivered to you in connection with the above-captioned Series 2024 Bonds issued by the Seminole County Industrial Development Authority (the "Issuer"). The Bonds were issued pursuant to the provisions of an Indenture of Trust dated as of July 1, 2021, as supplemented by the First Supplemental Trust Indenture dated as of November 2, 2024 (collectively, the "Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Unless otherwise defined herein, all capitalized terms used in this request have the same meaning as set forth in the Indenture.

In accordance with Section 2.11 of the Indenture, the undersigned, as an authorized Borrower Representative, hereby requests an Advance under the Series 2024 Bonds be made on \_\_\_\_\_, 20\_\_ (the "Advance Date") as follows:

2024 Project Advance Request No: [ ]

Amount of Advance Requested: \$ \_\_\_\_\_

Total Advanced to Date: \$ \_\_\_\_\_

and the proceeds of such Advance shall be delivered to the Trustee and deposited in the Funds held under the Indenture as follows:

\$ \_\_\_\_\_ shall be deposited into the Series 2024 Project Fund created pursuant to Section 3.03 of the Indenture for payment of costs associated with the 2024 Project.

The undersigned Borrower Representative hereby certifies that as of the Advance Date (A) the Borrower has taken no action, or omitted to take any action, to cause an Event of Default; (B) no change in federal tax law has occurred which would adversely affect the exclusion from gross income of interest on the Series 2024 Bonds; (C) no Event of Default has occurred and is continuing; and (D) all conditions to this request contained in the Indenture, the Loan Agreement and the Covenants Agreement have occurred or will occur

prior to the Advance Date; (E) the total amount of Series 2024 Bonds issued under the Indenture does not exceed [TOTAL OF ALL 2024 DRAWS MADE]; and (F) all supporting documentation required by the Covenants Agreement is attached hereto.

**THE GALILEO SCHOOL FOUNDATION,  
INC.,** a Florida not-for-profit corporation

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**APPROVED:**

**ORIGIN SECURITIES, LLC,** as Lender

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**EXHIBIT B**  
**BORROWER INDEMNIFICATION CERTIFICATE**

## INDEMNIFICATION CERTIFICATE OF THE BORROWER

The undersigned hereby certifies that he or she is authorized to execute and deliver this Indemnification Certificate of the Borrower and further represents, on behalf of The Galileo School Foundation, Inc., a Florida not-for-profit corporation, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), the following (capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in that certain resolution adopted by the Board of County Commissioners (the "Board") of Seminole County, Florida (the "County") on November 12, 2024 (the "County Resolution")):

At the request of the Borrower, the Seminole County Industrial Development Authority (the "Issuer") proposes to issue an aggregate principal amount not exceeding \$5,500,000 of its Educational Facilities Revenue Bonds (Galileo Schools for Gifted Learning Project), Series 2024 (the "Bonds"), the proceeds of which will be loaned to the Borrower for the principal purposes of (i) financing, refinancing and reimbursing the costs of acquisition and construction of certain charter school facilities and land located or to be located in Seminole County, (ii) funding reserves on or for the Bonds, if any, and (iii) paying costs issuance in connection with the Bonds (collectively, the "2024 Project");

The issuance of the Bonds to finance the 2024 Project: (i) is appropriate to the needs and circumstances of, and will make a significant contribution to, the economic growth of the County, (ii) will provide or preserve gainful employment within the County, (iii) will promote commerce within the State, and (iv) will serve a public purpose by providing additional affordable housing within the County;

The County will be able to cope satisfactorily with the impact of the 2024 Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the 2024 Project and on account of any increases in population or other circumstances resulting therefrom;

In order to finance the costs of the 2024 Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") which the Authority did on October 31, 2024 after proper notice;

The Borrower has requested the Board to approve the issuance of the Bonds for purposes of Section 147(f) of the Code; and

The County desires indemnification from the Borrower as a material inducement to granting the foregoing approval.

NOW THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE BORROWER, DOES HEREBY: Agree to defend the County and its officials, employees, attorneys and agents and the members of the Board, and hold the County and its officials, employees, attorneys and agents and the members of the Board, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance

of the Bonds or the acquisition or operation of the 2024 Project by or on behalf of the Borrower, including in the case of any and all negligence of such indemnitee, or in any way growing out of or resulting from the 2024 Project or from the issuance, sale or delivery of the Bonds, including, but not limited to, liabilities or costs arising under the Code, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State, including, without limitation, all costs and expenses of the County, including reasonable attorneys' fees, incurred in connection therewith.

IN WITNESS WHEREOF, the Borrower has executed this Indemnification Certificate of the Borrower this \_\_\_\_\_ day of November 2024.

**THE GALILEO SCHOOL FOUNDATION,  
INC.**

By:

\_\_\_\_\_  
Name: Michelle Nunez  
Title: President

# Orlando Sentinel

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**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  
23, 2024.

Affiant further says that the newspaper  
complies with all legal requirements for  
publication in Chapter 50, Florida Statutes.



Signature of Affiant

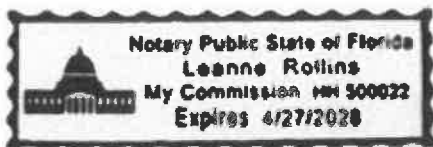
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 24 day of October, 2024,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7715643

## NOTICE OF MEETING AND PUBLIC HEARING

Notice is hereby given that the Seminole County Industrial Development Authority (the "Authority") will hold a regularly scheduled meeting and a special public hearing on October 31, 2024 at 8:30 a.m., at 1055 AAA Dr., Seminole County Economic Development Hub, Heathrow, Florida 32746, for the purposes of (i) receiving public comments and hearing discussion concerning the proposed issuance of the Authority's Educational Facilities Revenue Bonds, Series 2024 (Galileo Schools for Gifting Learning Project) (or such other designation as the Corporation (defined below) and the Authority deem appropriate) in an aggregate principal amount not to exceed \$5,500,000 (the "Bonds"), for the purpose of making a loan or loans to The Galileo School Foundation, Inc., a Florida not-for-profit corporation (the "Corporation"), for the purposes of providing funds to (1) finance the costs of acquisition, construction, improvement and equipping of certain charter school facilities located adjacent to 3900 E. State Road 46, Sanford, Florida 32771 (Galileo School for Gifted Learning- Riverbend), (2) purchase vacant land located at 3791 Skyway Drive, Sanford, Florida 32773 (3) fund any necessary reserve funds, and (4) pay certain expenses incurred in connection with the issuance of the Bonds, (ii) adopting a Resolution in connection with the foregoing and (iii) conducting such other matters as may come before the Authority at such meeting.

The Bonds will be payable solely from the revenues derived by the Authority from a loan agreement or other financing documents between the Authority and the Corporation. Neither the Bonds nor the interest thereon shall be an indebtedness of, or a pledge of, the taxing power or any other revenues of Seminole County, the State of Florida, or any political subdivision or agency thereof.

Copies of the application for financing are available for inspection and copying at the office of the Authority set forth below. All interested persons are invited to submit written comments or attend the hearing, either personally or through their representative, and will be given an opportunity to express their views concerning the project or the financing. Anyone desiring to make written comments in advance of the hearing may send such comments to:

Seminole County Industrial  
Development Authority  
c/o Seminole County Government  
1055 AAA Dr., Ste. 142  
Heathrow, Florida 32746

SHOULD ANY PERSON DECIDE TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR THAT PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act, persons needing



a special accommodation to participate in this hearing should contact Esteban Saldarriaga, Secretary, at (407)-665-2909 no later than seven (7) days prior to the hearing.

This notice is given pursuant to Section 147(f) of the Internal Revenue Code, as amended.

SEMINOLE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY  
10/23/2024 7715643

7715643



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1322**

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**Title:**

Approve and authorize the Chairman to execute a contract for the sale and purchase of land for the WB Equestrian property in the amount of \$9,555,000; and execute the associated Resolution implementing Budget Amendment Request (BAR) #24-080 in the 2014 Infrastructure Sales Tax Fund to transfer \$9,600,000 from reserves. District5 - Herr **(Timothy Jecks, Management & Budget Director)** Requesting Department - Parks and Recreation

**Division:**

Management and Budget

**Authorized By:**

Timothy Jecks, Management & Budget Director

**Contact/Phone Number:**

Davison Heriot/407-665-7177

**Background:**

The property, known as the WB Equestrian facility, includes three parcels that combine to equal approximately 44.6 acres. It is primarily located in FEMA flood zone X outside of the 500-year flood level, with 38.2 acres considered uplands. The property is situated between Lake Markham and Sylvan Lake in the Yankee Lake Watershed. The property has road frontage along the east side of Lake Markham Road and the south and west sides of South Sylvan Lake Drive. It shares a northern boundary with Seminole County's Sylvan Lake Park and Sylvan Lake. The property has been improved as an equestrian facility. It has a 50-stall barn with air-conditioned lobbies, office and dressing rooms, and a covered training pavilion. The property also includes a single-family residence and two manufactured homes. The neighborhood surrounding the property is generally defined as south of State Road 46 and 429, north of West Lake Mary Boulevard, west of Interstate 4, and east of the Wekiva River. The neighborhood is primarily within unincorporated Seminole County. This property will be added to the Seminole County BCC land bank and held for future use. Possible future uses include improving drainage in the Lake Markham and Sylvan Lake area and

expanding Seminole County's Sylvan Lake Park.

The attached BAR in the amount of \$9,600,000 will establish budget for the \$9,555,000 land purchase, plus \$45,000 for pre-acquisition costs

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a contract for the sale and purchase of land for the WB Equestrian property in the amount of \$9,555,000; and execute a Resolution implementing Budget Amendment Request (BAR) #24-080 in the 2014 Infrastructure Sales Tax Fund to transfer \$9,600,000 from reserves.

# CONTRACT FOR SALE AND PURCHASE OF LAND

**THIS CONTRACT FOR SALE AND PURCHASE OF LAND**(“Contract”) is made and entered into by and between **PSM, LLC**, a Florida limited liability company, whose post office address is 7425 WB Equestrian Drive, Sanford, Florida 32771, hereinafter referred to as "**SELLER,**" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose post office address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as "**PURCHASER**" or “**COUNTY**”.

**WITNESSETH:**

**WHEREAS**, SELLER is the owner of certain real property located at 7400 WB Equestrian Drive, Sanford, Florida 32771, 1303 Volt Place, Sanford, Florida 32771, 1711 Lake Markham Road, Sanford, Florida 32771, and a no street address strip parcel identified as Tax Parcel I. D. # 35-19-29-300-005B-0000, in unincorporated Seminole County, Florida (hereinafter collectively "the Property"); and

**WHEREAS**, within the preceding year PURCHASER approached SELLER to determine if SELLER would be willing to enter into negotiations regarding the sale of the Property to PURCHASER to be used by PURCHASER for expansion of Sylvan Lake Park for recreational and other community use; and

**WHEREAS**, SELLER desires to sell the Property pursuant to the terms and conditions set forth in this Contract; and

**WHEREAS**, PURCHASER desires to purchase the Property pursuant to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, SELLER hereby agrees to sell and PURCHASER agrees to purchase the Property upon the following terms and conditions:

**Section 1. Legal Description of the Property.** SELLER agrees to sell andPURCHASER agrees to purchase the Property along with its appurtenances, free of all liens and encumbrances. The legal description and tax parcel identification numbers of the Property are as follows:

See Legal Descriptions attached hereto as Composite Exhibit A.

Tax Parcel Identification Numbers: 35-19-29-300-0050-0000  
35-19-29-300-0070-0000  
35-19-29-300-0120-0000  
35-19-29-300-005B-0000

**Section 2. Purchase Price.** The purchase price of the Property is NINE MILLION FIVE HUNDREDFIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$9,555,000.00) payable to SELLER at closing.

**Section 3. Feasibility Period.**

A. A Feasibility Period of one hundred twenty (120) days from the Effective Date of the Contract is agreed to by the PURCHASER and SELLER during which PURCHASER shall evaluate the Property to determine the feasibility of the purchase of the Property. PURCHASER may terminate the Contract if PURCHASER determines for any reason that it will not proceed with the purchase, and, if so, shall give notice in writing to SELLER within the Feasibility Period.

B. PURCHASER'S employees, agents, or independent contractors may enter the Property during the Feasibility Period to inspect the property and perform independent studies and tests as it elects, including but not limited to evaluation of the Property's existing structures and infrastructure.

C. To the extent permitted by law, PURCHASER shall indemnify and hold SELLER harmless from and against any damages to the Property, any other property or to any person that may be incurred by or alleged against SELLER as a result of actions by PURCHASER, its employees, agents and independent contractors pursuant to this paragraph. PURCHASER will permit no lien to attach to the Property as a result of its activities. The provisions of this subparagraph shall survive Closing and any termination of this Contract.

D. SELLER shall furnish PURCHASER with copies of all boundary surveys, environmental assessments, land use studies, tests, government and agency land use approvals and/or land use permits which SELLER has within SELLER'S possession or control, as requested by PURCHASER, during the Feasibility Period.

E. PURCHASER shall have the right and authority, under this Contract, to perform any and all environmental studies and tests to determine the existence of environmental and/or hazardous contamination on the property, in the soil, and/or the water table. In the event that PURCHASER finds environmental and/or hazardous contamination, or any evidence thereof, prior to the Closing, PURCHASER, at PURCHASER'S option, may cancel this Contract.

**Section 4. Closing Date, Place of Closing, Pre-Closing Disclosure Requirements.**

A. If PURCHASER has not terminated this Contract for Sale and Purchase of Land as provided for in Section 3.A. or 3.E. above, SELLER and PURCHASER shall close the sale and purchase of the Property within forty-five (45) days after the end of the Feasibility Period. Closing shall be held, at PURCHASER'S choice, at the local office of PURCHASER'S Closing Agent or at the Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771. An

extension of the closing period, at no cost to the parties, may be agreed upon in writing by both the SELLER and PURCHASER prior to the end of the forty-five (45) day closing period.

B. Within five (5) business days after the end of the Feasibility Period, SELLER shall provide to the Seminole County Attorney's Office, 1101 East 1st Street, Sanford, Florida 32771, Attention: Deputy County Attorney Lynn Porter-Carlton, the following:

1. A signed W-9 Form for SELLER; and
2. As required by Section 286.23(1), Florida Statutes, a written disclosure of beneficial interest, under oath and subject to the penalties prescribed for perjury, for each SELLER, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal.

**Section 5. Closing Procedures.** PURCHASER shall close on the Property, as set forth in Section 4 above, subject to the closing procedures of this Contract.

A. **Conveyance.** SELLER shall convey the Property to PURCHASER by statutory warranty deed subject only to prorated real estate taxes and assessments outstanding up to and including the Closing Date and any Permitted Exceptions approved by PURCHASER.

B. **Costs of Sale.**

1. **Title Insurance.** PURCHASER may purchase an owner's title insurance policy insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLER in the above-described Property or by reason of prior liens not assumed by PURCHASER under this Contract. The title insurance policy shall be issued by the Closing Agent/Title Company promptly after the Closing Date. Any title search fees and the premium for the title insurance policy issued to PURCHASER shall be paid by PURCHASER.

2. **Documentary Stamps.** The cost of documentary stamps on the statutory warranty deed shall be borne by SELLER.

3. **Costs of Recording.** The cost of recording the statutory warranty deed shall be borne by PURCHASER. The cost of recording any document to correct a matter of title shall be borne by SELLER.

4. **Real Estate Taxes.** Real estate taxes and assessments for the Property for the year within which the Closing occurs shall be prorated as of the day of Closing. If real estate taxes are not known for the current year, the most recent available year shall be used to calculate SELLER'S prorated portion, and such estimate shall be final.

5. **SELLER'S Attorneys' Fees.**SELLER shall bear SELLER'S own attorneys' fees, if any.

6. **Closing Agent to Withhold SELLER'S Costs,** The Closing Agent will withhold from the proceeds of this sale the costs and pro-rata real estate taxes and assessments for which SELLER is responsible and pay them to the proper authorities on behalf of SELLER.

7. **Real Estate Commissions.**SELLER covenants that real estate commissions are due to be paid as a SELLER's cost at closing to the following licensed real estate brokers: Maury L. Carter & Associates, Inc. (4.0% of gross sales price). SELLER agrees to defend against and pay any valid claim for a real estate commission made in regard to this sale and purchase.

C. **Closing Documents.** On the Closing Date, SELLER shall execute and deliver the following items:

1. A statutory warranty deed duly executed in form sufficient and acceptable for recordation;

2. A Seller's affidavit in form sufficient and acceptable to the Title Company so as to allow it to eliminate the standard owner's exceptions, including the parties in possession, mechanic's lien, and gap exceptions, from the title commitment and policy and running to the benefit of PURCHASER and the Title Company insuring title to the Property stating that there are no outstanding unrecorded options or contracts for sale of the Property involving anyone other than PURCHASER, that the Property is unencumbered except as specifically set forth in the Title Commitment, and that no construction or repairs have been made, nor any work done to or on the Property by SELLER which has not been paid for in full, nor any contract entered into nor anything done upon SELLER'S instructions which would cause or result in a lien or claim of lien to be made against the Property under any construction lien law;

3. A Non-Foreign Certification By Transferor affidavit meeting the requirements of the Internal Revenue Service executed by SELLER; and

4. Such further documents as may reasonably be required to vest title to the Property in PURCHASER as provided for herein and to enable the Title Company to insure the title thereto in accordance with the terms of this Contract.

## **Section 6. PURCHASER'S Representations and Warranties.**

A. PURCHASER represents that it has the capacity to enter into this Contract and that the person signing below on behalf of PURCHASER is duly authorized to execute this Contract.

B. Prior to execution hereof, PURCHASER represents and warrants that it has the financial capability to perform its obligations hereunder, both before and after Closing, including, without limitation, the ability to pay when due all financial commitments made by PURCHASER hereunder.

**Section 7. SELLER'S Representations and Warranties.** SELLER hereby represents and warrants to PURCHASER that:

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

B. There is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor does SELLER have knowledge that any such action is contemplated.

C. There are no legal actions, suits or other legal or administrative proceedings, pending or threatened, to the best of SELLER'S knowledge, that affect the Property or any portion thereof, nor does SELLER have knowledge that any such action is contemplated.

D. SELLER has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against SELLER within the last year.

E. SELLER has not received actual notice, either oral or written, and has no knowledge that any governmental or quasi-governmental agency or authority intends to commence construction of any special or off-site improvements which would impose any special or other assessment against the Property or any part thereof.

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

G. To the best of SELLER'S knowledge, (i) the Property is not in violation of any land use, environmental, hazardous or regulated material and/or waste handling, storage, treatment, disposal or discharge laws or other laws, ordinances, regulations, statutes, or governmental rules and, (ii) there has not occurred upon the Property, any illegal spillage, leakage or discharge of any regulated or hazardous materials.

H. SELLER has received no actual notice from any governmental authority that the Property or any part thereof, is in violation of any applicable laws, ordinances, regulations, statutes, or governmental rules.

I. There are no facts known to SELLER materially affecting the value of the property which have not been disclosed to PURCHASER.



J. SELLER has not engaged in any action that would create a conflict of interest in the performance of SELLER'S obligations under this Contract with the PURCHASER which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), relating to ethics in government.

**Section 8. Extended Possession by Seller.** SELLER has requested to remain on the Property and in operation of its business for one (1) year after the Closing. PURCHASER agrees to allow SELLER to have that extended possession without rent. SELLER agrees to execute any forms required by PURCHASER requiring SELLER to maintain insurance and hold the County harmless during the extended possession period. If during the one (1) year extended possession period, SELLER decides to wind up its business sooner and vacate the Property, SELLER will send written notification to the County Manager, 1101 E. 1st Street, Sanford, FL 32771.

**Section 9. Captions.** The captions contained herein are for convenience only and are not a part of this Contract.

**Section 10. Entire Agreement.** This Contract contains the entire agreement between SELLER and PURCHASER and all other representations, negotiations and agreements, written and oral, with respect to the Property or any portion thereof, are superseded by this Contract and are of no force and effect. This Contract may be amended and modified only by an instrument in writing executed by all parties hereto.

**Section 11. Assignment.** This Contract is not assignable.

**Section 12. Parties Bound.** This Contract shall be binding upon the parties and their successors, subject to the limitation on assignment set forth above.

**Section 13. Applicable Law and Venue.** This Contract shall be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Contract is the Eighteenth Judicial Circuit Court in Seminole County.

**Section 14. Partial Invalidity.** In the event that any paragraph or portion of this Contract is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Contract shall be stricken from and construed for all purposes not to constitute a part of this Contract, and the remaining portions of this Contract shall remain in full force and effect and shall, for all purposes, constitute this entire Contract.

**Section 15. Construction of Contract.** All parties hereto acknowledge that they have either had the benefit of independent counsel with regard to this Contract, or had the reasonable opportunity to engage the same, and that this Contract has been prepared as a result of the joint efforts of both parties. Accordingly, all parties agree that the provisions of this Contract shall not be construed or interpreted for or against any party hereto based upon authorship.

**Section 16. Counterparts.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original. However, all such counterparts shall constitute one and the same instrument.

**Section 17. Effective Date.** The Effective Date of this Contract shall be the date of last execution hereof by SELLER or PURCHASER.

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

**WITNESSES:**

L.R. Wales,  
SIGNATURE

L.R. WALES  
PRINTED NAME

[Signature]  
SIGNATURE

PETER WALES  
PRINTED NAME

**SELLER: PSM, LLC**

By: Sally J. Barros  
SALLY J. BARROS

Its: Manager

Date: 9/27/24

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

**PURCHASER:**

**SEMINOLECOUNTY,FLORIDA**

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  
SeminoleCounty only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

As authorized for execution by the Board of Seminole  
County Commissioners at its \_\_\_\_\_, 2024  
regular meeting.

Attachment: Composite Exhibit A (Legal Descriptions)

T:\users\lporter-carlton\WB Equestrian\Contract for Sale and Purchase of Land- v3.docx

2024-R-

**BUDGET AMENDMENT REQUEST****BAR#****24-080**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: PARKS AND RECREATION DEPARTMENT

Fund(s): 11560 2014 INFRASTRUCTURE SALES TAX FUND

| RM Recommendation |                  |
|-------------------|------------------|
| <b>DHERIOT</b>    | <b>9/10/2024</b> |
| Budget Analyst    | Date             |
| Budget Director   | Date             |
| RM Director       | Date             |

**PURPOSE:**

This BAR is to allocate budget for the purchase of the WB Equestrian property.

**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                      |       |               |                |             |              |           |              |                       |
| <b>Total Sources</b>         |       |               |                |             |              |           |              | <b>-</b>              |
| Expenditure                  | 11560 | 02404067      | 560610         | 00001       | LAND         |           |              | 9,600,000.00          |
| Expenditure                  |       |               |                |             |              |           |              |                       |
| Expenditure                  |       |               |                |             |              |           |              |                       |
| Expenditure                  |       |               |                |             |              |           |              |                       |
| Expenditure                  |       |               |                |             |              |           |              |                       |
| Expenditure                  |       |               |                |             |              |           |              |                       |
| Expenditure                  |       |               |                |             |              |           |              |                       |
| Expenditure                  |       |               |                |             |              |           |              |                       |
| <b>Expenditure Sub-Total</b> |       |               |                |             |              |           |              | <b>9,600,000.00</b>   |
| Reserve                      | 11560 | 999964        | 599994         |             | RESERVES     |           |              | (9,600,000.00)        |
| Reserve                      |       |               |                |             |              |           |              |                       |
| <b>Reserve Sub-Total</b>     |       |               |                |             |              |           |              | <b>(9,600,000.00)</b> |
| <b>Total Uses</b>            |       |               |                |             |              |           |              | <b>-</b>              |

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2024-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:**

Jay Zembower, Chairman

Date: \_\_\_\_\_

Entered by the Management and Budget Office

Date: \_\_\_\_\_

Posted by the County Comptroller's Office

Date: \_\_\_\_\_

# **COMPOSITE EXHIBIT A**

**(Legal Descriptions)**

LEGAL DESCRIPTIONS:

Parcel Identification Numbers:       **35-19-29-300-005B-0000**

**35-19-29-300-0050-0000**

**35-19-29-300-0120-0000**

(Taken from O.R. Book 10151, Pages 367-369, and O.R. Book 3943, Pages 1289 and 1292):

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 35, Township 19 South, Range 29 East, lying Southwesterly of South Sylvan Lake Drive, in Seminole County, Florida.

and

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 35, Township 19 South, Range 29 East, lying Northeasterly of South Sylvan Lake Drive, in Seminole County, Florida.

and

The Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 35 (incorrectly referred to in a document recorded in O.R. Book 05667, Pages 0997-1000 as "Section 19 South" and corrected here to remove this scrivener's error), Township 19 South, Range 29 East, in Seminole County, Florida.

**LESS AND EXCEPT: Portions of subject property previously conveyed in O.R. Book 2520, Page 1943, as more particularly described as follows:**

Commence at the North ¼ corner of said Section 35; Run thence North 88 degrees, 22 minutes, 47 seconds West along the North line of the Northwest Quarter (NW 1/4) of said Section 35, a distance of 729.57 feet to the Point of beginning; Thence South 01 degrees 34 minutes 20 seconds West a distance of 485.00 feet; Thence North 88 degrees 22 minutes 47 seconds West parallel to the said North line of the Northwest Quarter (NW 1/4) a distance of 538.89 feet; Thence North 01 degrees 34 minutes 20 seconds East along the Southerly extension of the East line of a 100 foot wide Florida Power and Light Easement recorded in Official Records Book 71, Pages 165 through 167, a distance of 485.00 feet to a point on the aforesaid North line of the Northwest Quarter (NW 1/4); Thence South 88 degrees 22 minutes 47 seconds East along said North line of the Northwest Quarter (NW 1/4) a distance of 538.89 feet to the Point of Beginning. Containing 6 acres, more or less. Additionally, the fifty feet, more or less, running from the West property line of the above-described property to the parcel line westward of said line which is the boundary of property at one time owned by T. B. Ball, Jr. and Ruth M. Ball and the abutting property owner said additional lands being approximately 48.19 feet wide by 485 feet long.

**LESS AND EXCEPT: Portions of subject property previously conveyed in O.R. Book, 06071, Pages 1861-1864, as more particularly described as follows:**

Description: (As prepared )

Commence at the Northwest corner of the Northwest Quarter of Section 35, Township 19 South, Range 29 East, Seminole County Florida; Thence run S89°18'17"E along the North line of said Northwest Quarter a distance of 1903.91 feet to the Point of Beginning; Thence continue S89°18'17"E along said North line a distance of 272.10 feet to the curved Westerly Right-of-Way line of South Sylvan Lake Drive (66' right-of-way) said curve having a radius of 480.33' (delta = 11°44'41", chord distance = 98.28 feet, chord bearing = S05°10'37"E); Thence run along the arc of said curve a distance of 98.46 feet to a point of curvature of a compound curve along said Westerly Right-of-Way line having a radius of 1009.32 feet (delta = 06°00'08", chord distance = 105.09 feet, chord bearing = S14°03'02"E); Thence run along the arc of said curve a distance of 105.73 feet; Thence run N89°18'17"W a distance of 309.38 feet to the East line of that particular parcel of land as described in O.R. Book 2520, Pages 1298 and 1292, Public Records Seminole County, Florida; Thence run N00°47'16"E along said East line a distance of 200.00 feet to the Point of Beginning. Containing 1.32 acres more or less.

being Parcel Identification Number 35-19-29-300-005C-0000.

Along with:

Parcel Identification Number: **35-19-29-300-0070-0000**

(Taken from O.R. Book 8824, Pages 1550-1552)

PARCEL 1:

FROM THE NORTHEAST CORNER OF THE NORTHWEST (1/4) OF THE NORTHWEST (1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; RUN SOUTH 330.00 FEET TO A POINT OF BEGINNING; RUN THENCE WEST, 200.00 FEET; SOUTH 330.00 FEET; EAST, 200.00 FEET; THENCE NORTH 330.00 FEET TO THE POINT OF BEGINNING; AND BEGINNING AT A POINT 200.00 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST (1/4) OF THE NORTHWEST (1/4) OF THE NORTHWEST (1/4) OF SAID SECTION 35; THENCE RUN WEST, 100.00 FEET; NORTH, 330.00 FEET; THENCE SOUTH 330.00 FEET TO THE POINT OF BEGINNING, LESS THE EAST 50.00 FEET THEREOF.

AND

PARCEL 2:

A PARCEL OF LAND SITUATED IN SECTION 35, TOWNSHIP 19 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST (1/4) OF THE NORTHWEST (1/4) OF SAID SECTION 35; THENCE RUN N00°24'33"E, ALONG THE EAST

LINE OF THE NORTHWEST (1/4) OF THE NORTHWEST (1/4) OF SAID SECTION 35, A DISTANCE OF 995.99 FEET; THENCE LEAVING SAID EAST LINE, RUN N89°19'22"W, A DISTANCE OF 400.00 FEET; THENCE S00°24'33"W, A DISTANCE OF 285.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S00°24'26"W, A DISTANCE OF 46.008 FEET; THENCE N89°19'22"W, A DISTANCE OF 228.14 FEET TO THE EAST RIGHT-OF-WAY OF LAKE MARKHAM ROAD; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S78°19'42"E, A DISTANCE OF 76.66 FEET; THENCE N84°52'14"E, A DISTANCE OF 40.09 FEET TO THE POINT OF BEGINNING.





# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1452**

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**Title:**

Approve and authorize the Chairman to execute the Fiscal Year 2024/25 Service Funding Agreement in the amount of \$14,017,237 by and between Seminole County, Florida, and Central Florida Regional Transportation Authority (LYNX). Countywide  
**(Timothy Jecks, Management & Budget Director).**

**Division:**

Management and Budget

**Authorized By:**

Timothy Jecks, Management & Budget Director

**Contact/Phone Number:**

Timothy Jecks/407-665-7181

**Background:**

Attached is the proposed Fiscal Year 2024/25 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 \$13,474,326 for annual operating and capital costs plus an additional \$542,911 for SunRail feeder service in the area for a total of \$14,017,237. The total cost in this agreement is consistent with the approved Regional Funding Model used to allocate system costs between Orange, Osceola, and Seminole Counties.

The service funding amount of \$14,017,237 is allocated in the FY 2024/25 budget.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute the Fiscal Year 2024/25 Service Funding Agreement in the amount of \$14,017,237 by and between Seminole County, Florida, and Central Florida Regional Transportation Authority (LYNX).

**25-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 14, 2023 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2023 to September 30, 2024, 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, 2024; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2024 and ending on September 30, 2025 ("**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 meanings:

**"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, 2024 and ending on September 30, 2025.

**"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, 2024 and ending the following September 30, 2025.

**“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, 2025 and ending the following September 30, 2026.

**“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, 2024 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, 2025.

(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.
- (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 Statutes, 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. 1<sup>st</sup> 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, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, 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.

**[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:**

**FUNDING PARTNER:**

**BOARD OF COUNTY COMMISSIONERS  
OF SEMINOLE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Clerk to the Board of County  
Commissioners

By: \_\_\_\_\_  
Jay Zembower, Chairman

For the use and reliance of Seminole  
County only.

Date: \_\_\_\_\_


As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2024, 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: 10/2/24

This Agreement is approved as to form  
for reliance only by LYNX and for no  
other person and for no other purpose.

**AKERMAN LLP,**  
Counsel for LYNX,

By:   
James F. Goldsmith

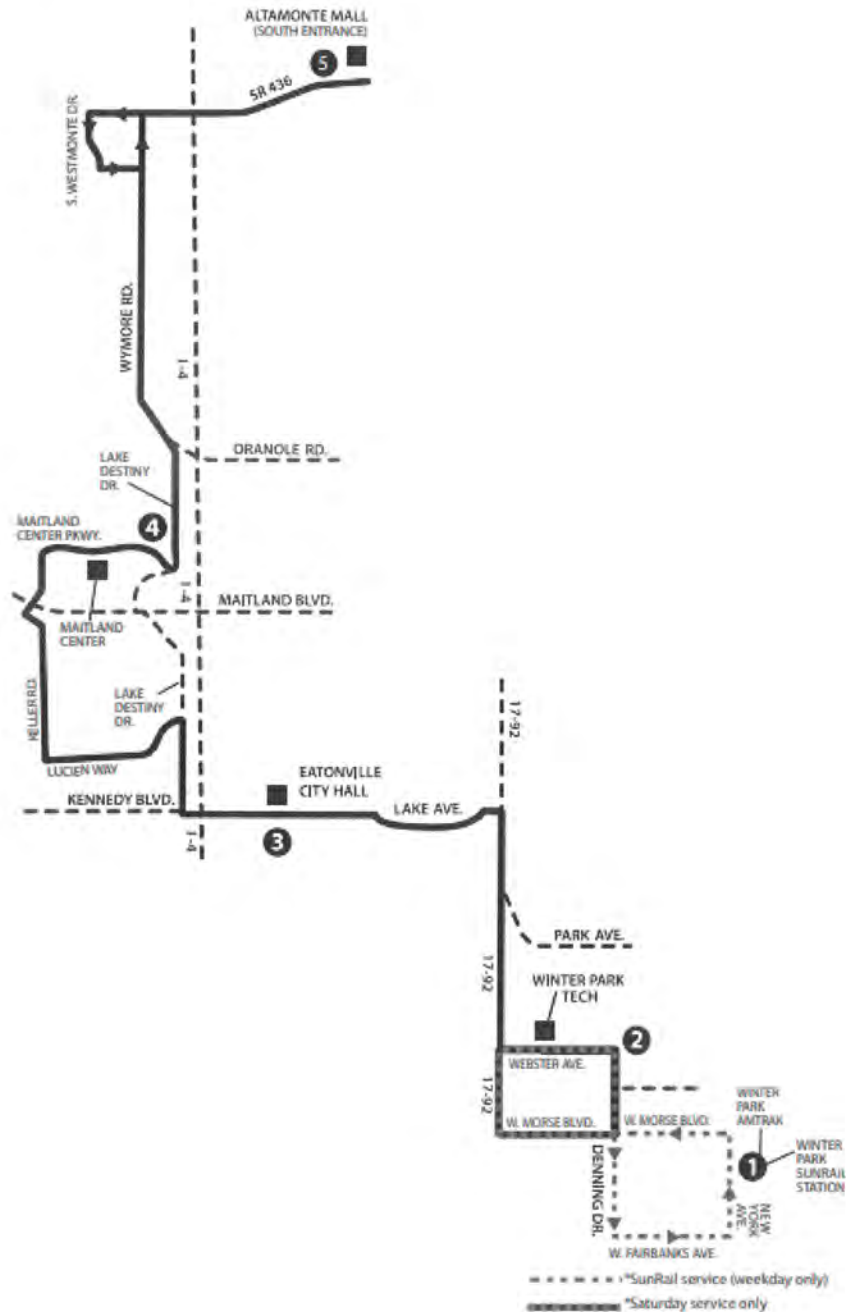
Date: 9/30/24

## Exhibit "A"

### DESCRIPTION OF SERVICE AREA

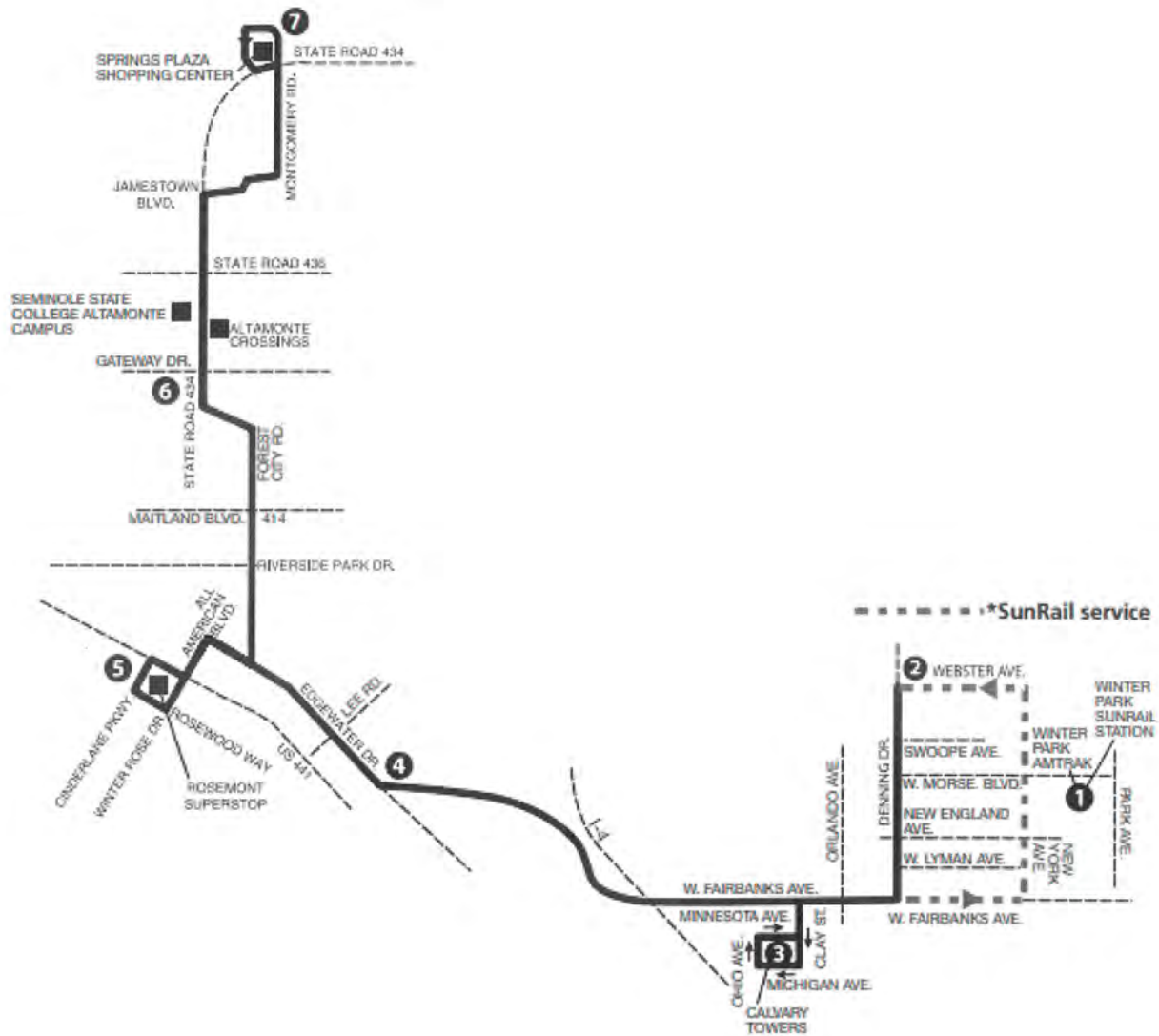
#### **LINK 1 Winter Park/Maitland/Altamonte Springs**

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



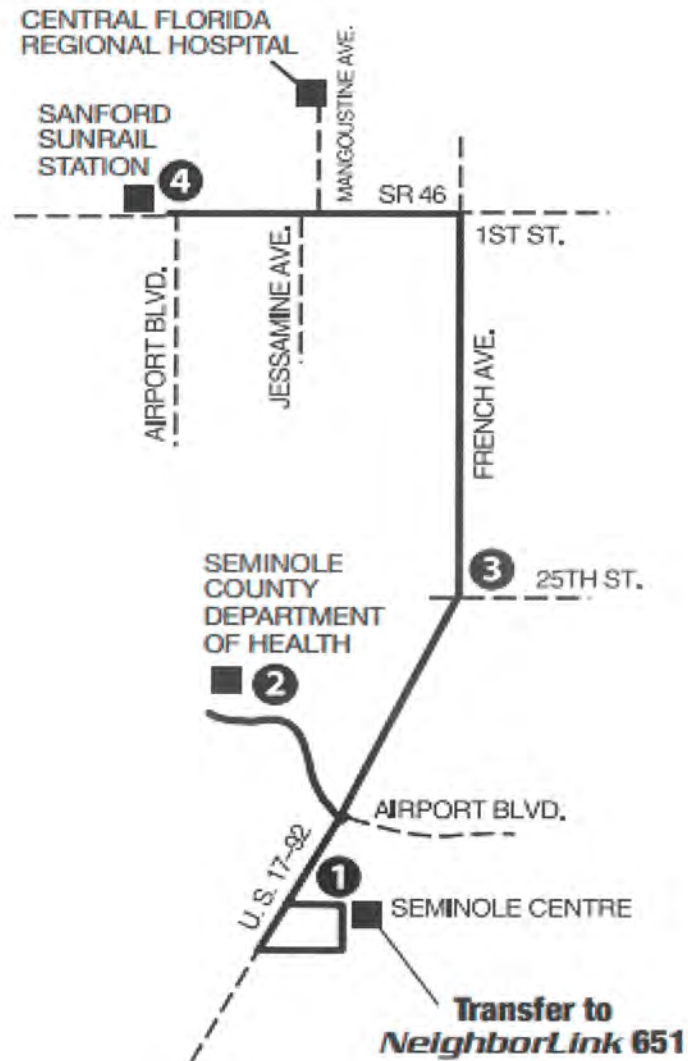


**Serving:** Winter Park Tech, Rosemont Superstop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station, and Calvary Towers



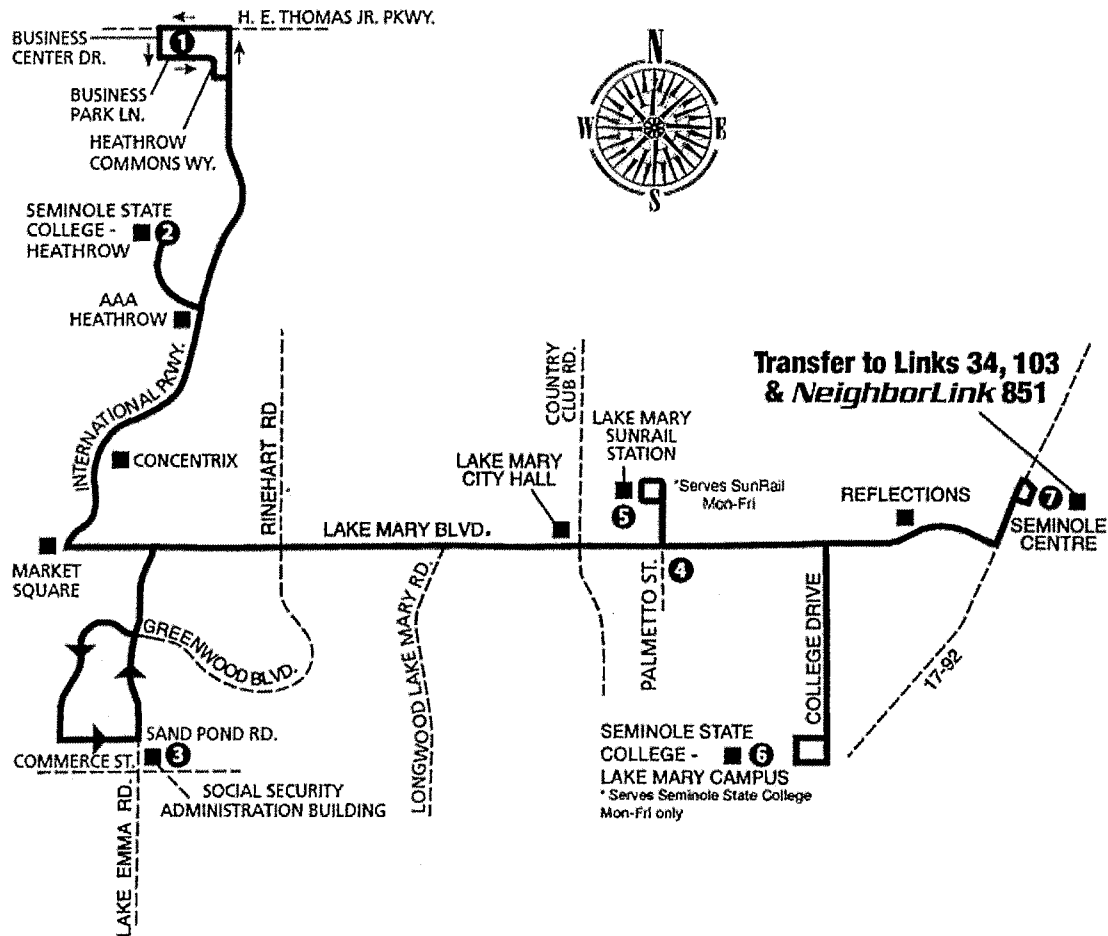
## LINK 34 Sanford/N. U.S. 17-92

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



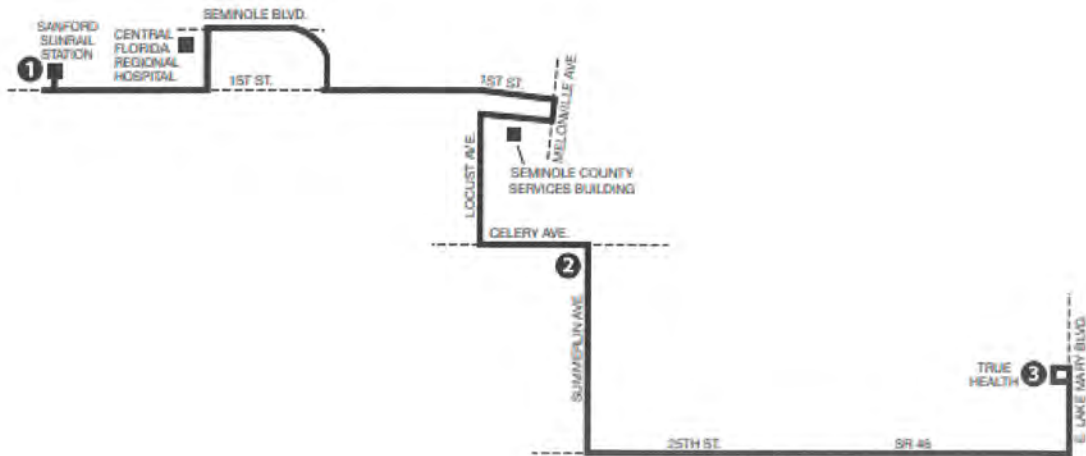
## LINK 45 Lake Mary

**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



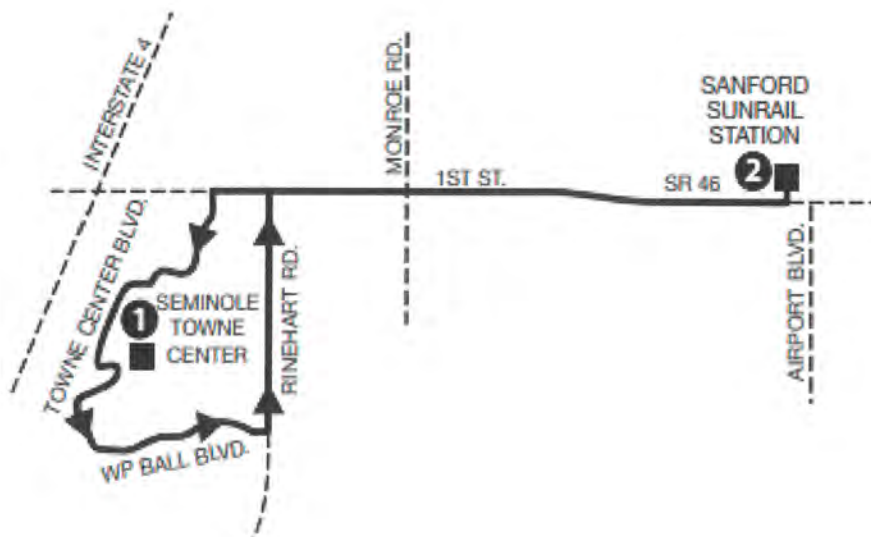
## LINK 46 East E. First St./Downtown Sanford

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



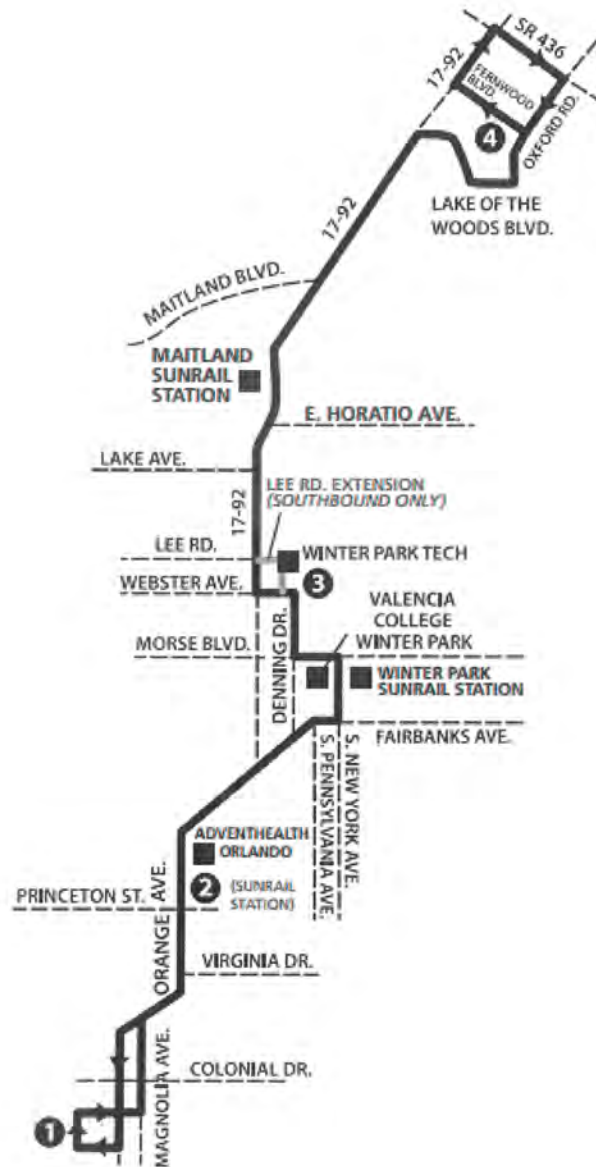
## LINK 46 West w. SR 46/Seminole Towne Center

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



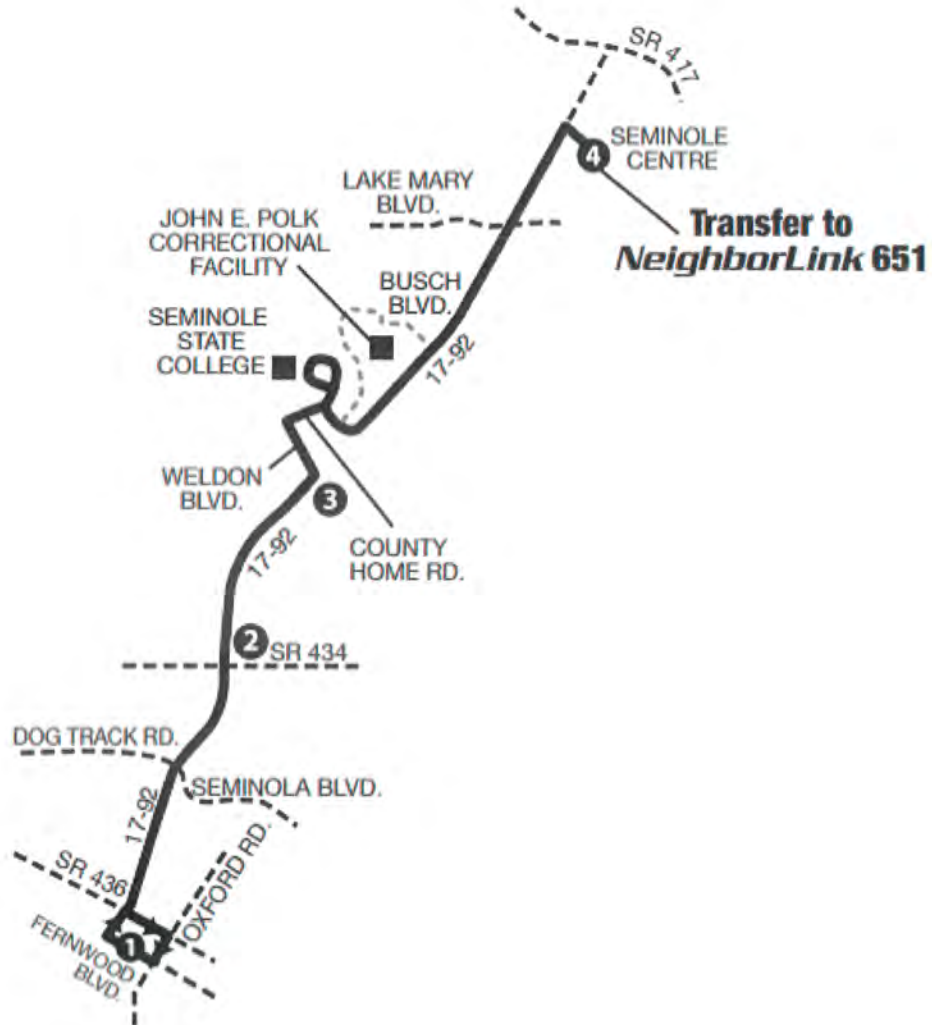
## LINK 102 Orange Avenue/ South 17-92

**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



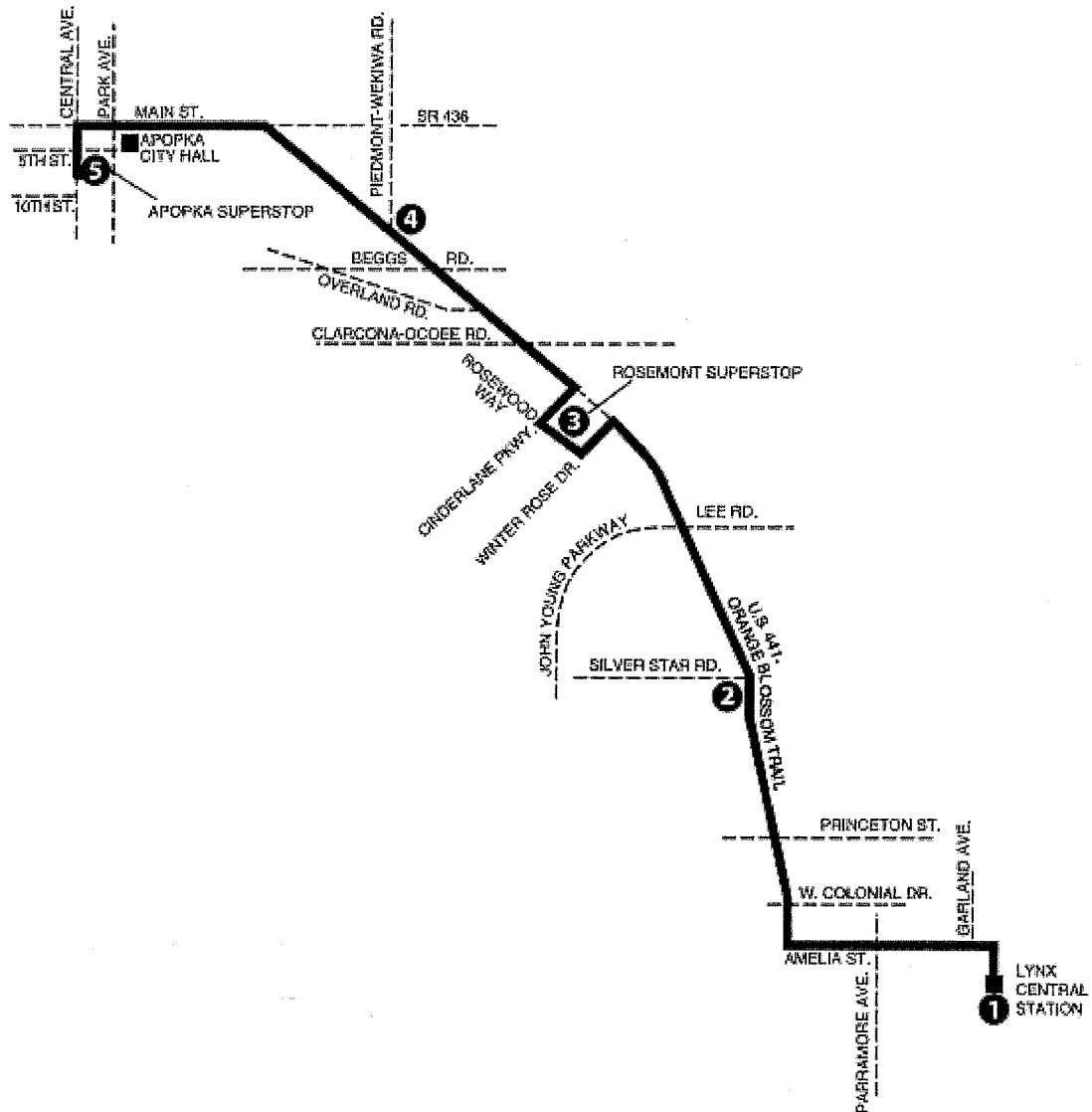
**LINK 103** North U.S. 17-92/ Seminole Centre

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



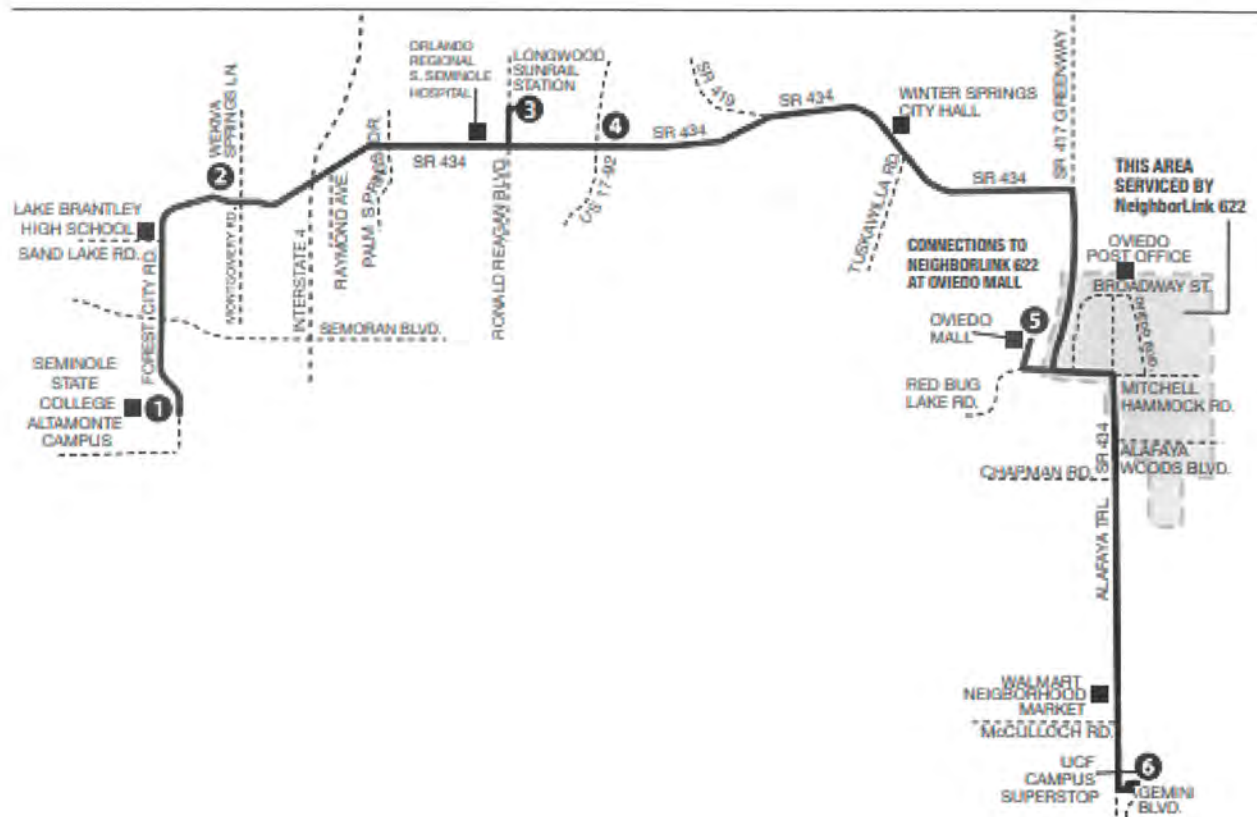
## LINK 106 North U.S. 441/Apopka

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



## Link 434 S.R. 434

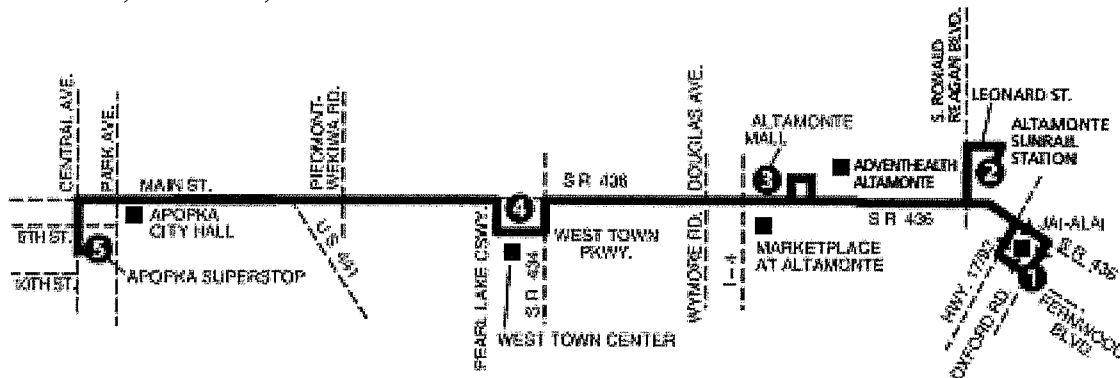
**Serving:** Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 822, Longwood SunRail Station, and Seminole State College - Altamonte Campus





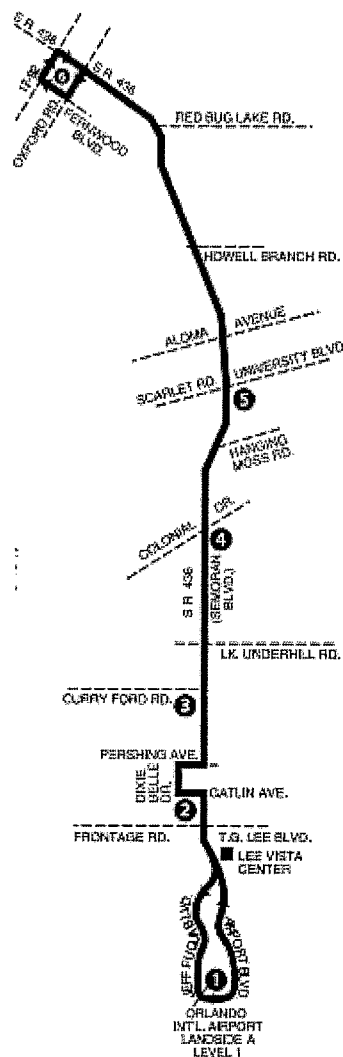
## Link 436N SR 436 Fernwood/Apopka

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



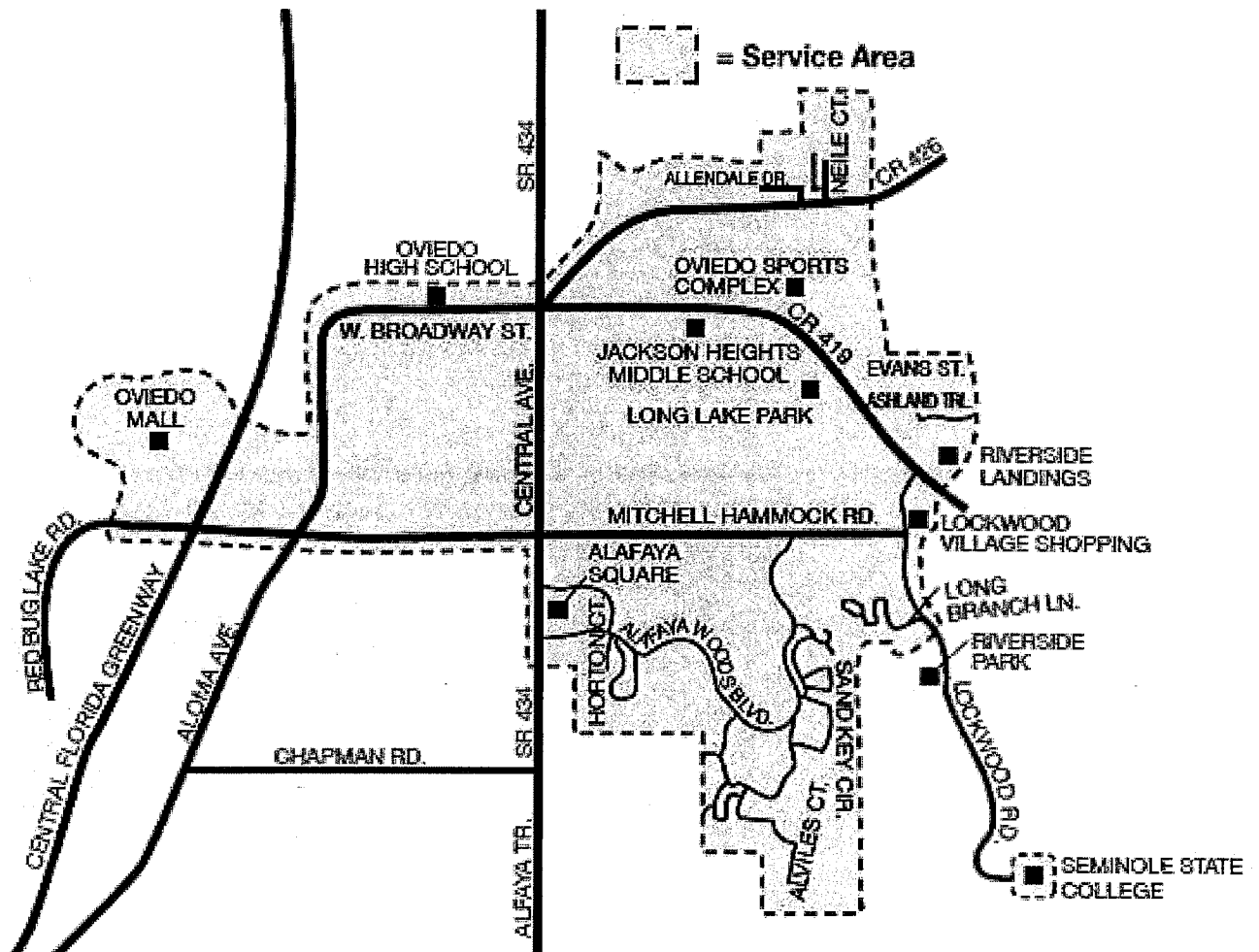
## Link 436S SR 436 Fernwood/Orlando International Airport

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



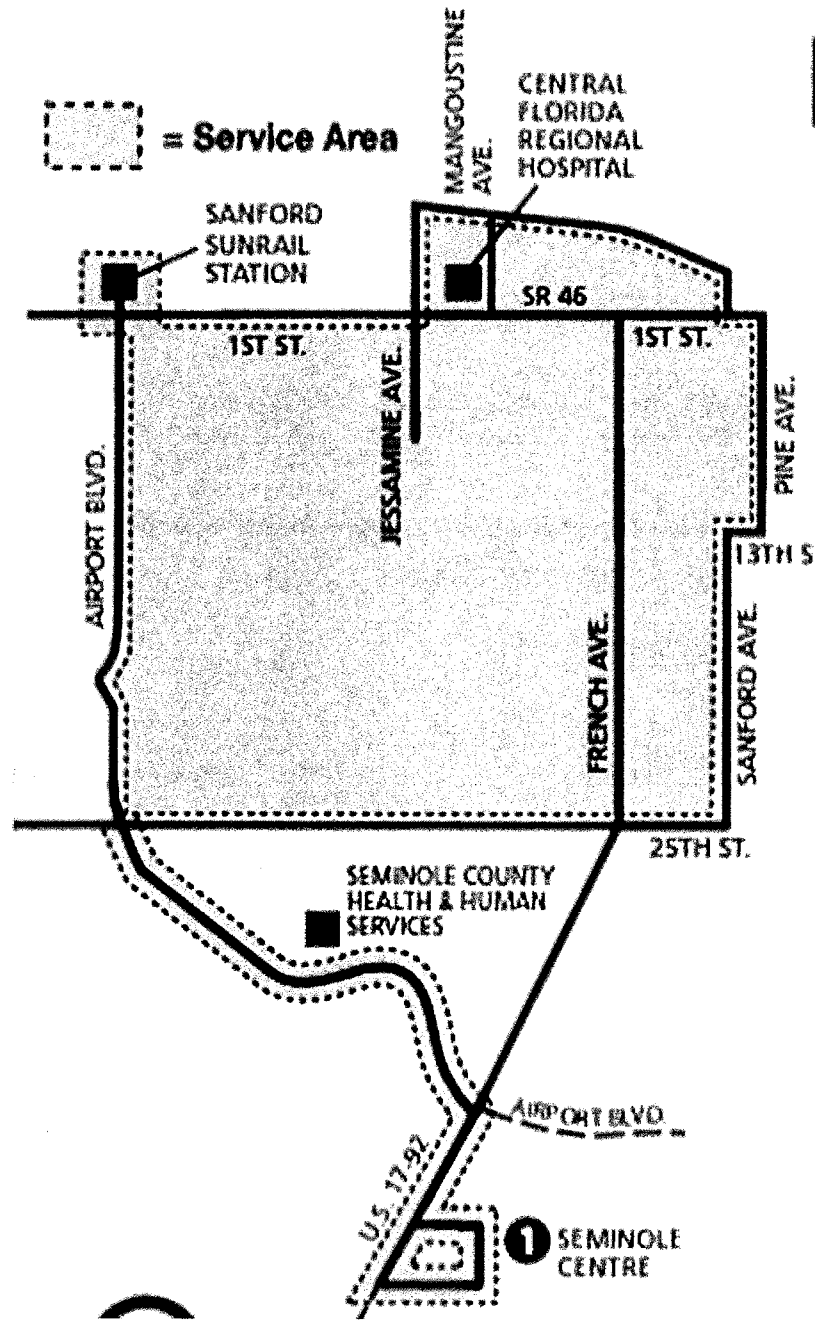
## NeighborLink 822 Oviedo

**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, 2024 through September 30, 2025**

| <b>Link Services</b> | <b>Hours</b> | <b>Amount</b> |
|----------------------|--------------|---------------|
| Link 1               | 2,615        | \$275,636     |
| Link 23              | 3,732        | \$393,461     |
| Link 34              | 10,212       | \$1,076,538   |
| Link 45              | 14,276       | \$1,504,959   |
| Link 102             | 6,969        | \$734,680     |
| Link 103             | 19,600       | \$2,066,196   |
| Link 106             | 696          | \$73,375      |
| Link 436 S           | 9,091        | \$958,400     |
| Link 436 N           | 21,286       | \$2,243,994   |
| Link 434             | 13,773       | \$1,451,935   |
| Link 46 E            | 6,973        | \$735,122     |
| Link 46 W            | 5,519        | \$581,863     |

**114,742                      \$12,096,159**

| <b>Operating Cost Recoveries</b>   | <b>Amount</b>        |
|------------------------------------|----------------------|
| Estimated Farebox Recovery         | (\$1,666,724)        |
| SunRail Feeder Service             | (\$704,685)          |
| City of Sanford                    | (\$93,000)           |
| City of Altamonte Springs          | (\$120,900)          |
| Lynx Non-Operating Cost Recoveries | (\$118,187)          |
| LYNX Stabilization Fund            | (\$2,038,973)        |
|                                    | <b>(\$4,742,469)</b> |

**Net Fixed Route Cost                      \$7,353,690**

| <b><i>NeighborLink Operating Costs</i></b> | <b>Amount</b>                               |
|--|---|
| NL 822                                     | 4,860                      \$328,782        |
| NL 851                                     | 4,706                      \$318,364        |
|  |   |
|  | <b>9,566                      \$647,146</b> |

| <b><i>ParaTransit Operating Costs</i></b>     | <b>Amount</b> |
|---|---------------|
| Americans with Disabilities Act (ADA) Funding | \$4,519,095   |

|   |                    |
|---|--------------------|
| Transportation Disadvantaged (TD) Funding | \$1,266,329        |
| LYNX Stabilization Fund                   | (\$688,236)        |
|   | <b>\$5,097,188</b> |

**Total Operating Costs** **\$13,098,018**

|                                    |                  |
|------------------------------------|------------------|
| <b><i>Capital Funding Cost</i></b> | <b>Amount</b>    |
| \$3 per Hour Capital Funding       | \$376,308        |
|                                    | <b>\$376,308</b> |

|   |                  |
|---|------------------|
| <b><i>Sunrail Feeder Route Contribution</i></b> | <b>Amount</b>    |
| 9 Months Contribution                           | \$542,911        |
|   | <b>\$542,911</b> |

**Total County Transit Service Cost** **\$14,017,237**

***FY2025 Billing Schedule***

|              |             |
|--------------|-------------|
| October-24   | \$1,168,103 |
| November-24  | \$1,168,103 |
| December-24  | \$1,168,103 |
| January-25   | \$1,168,103 |
| February-25  | \$1,168,103 |
| March-25     | \$1,168,103 |
| March-25     | \$1,168,103 |
| May-25       | \$1,168,103 |
| June-25      | \$1,168,103 |
| July-25      | \$1,168,103 |
| August-25    | \$1,168,103 |
| September-25 | \$1,168,104 |

**Annual Funding Request from**  
**County** **\$14,017,237**

# Exhibit C

## Schedule Listing of LYNX Funding Partners

| Operating Funding                          | FY2025<br>Funding Agreement | SunRail Feeder<br>Route | Total          |
|--|-----------------------------|-------------------------|----------------|
| Orange County                              | \$ 79,417,236               | \$ 505,495              | \$ 79,922,731  |
| Osceola County                             | 13,735,147                  | 108,675                 | 13,843,822     |
| Seminole County                            | 13,098,018                  | 542,911                 | 13,640,929     |
| Subtotal                                   | 106,250,401                 | 1,157,081               | 107,407,482    |
| City of Orlando                            | 4,003,006                   | -                       | 4,003,006      |
| City of Orlando - LYMMO                    | 3,564,620                   | -                       | 3,564,620      |
| FDOT (SunRail Feeder Route)                | 585,230                     | -                       | 585,230        |
| Central Florida Tourism Oversight District | 1,506,258                   | -                       | 1,506,258      |
| Altamonte Springs                          | 120,900                     | -                       | 120,900        |
| City of Sanford                            | 93,000                      | -                       | 93,000         |
| Subtotal                                   | 9,873,014                   | -                       | 9,873,014      |
| Subtotal Operating Funding                 | \$ 116,123,415              | \$ 1,157,081            | \$ 117,280,496 |
| Capital Contributions                      |                             |                         |                |
| Orange County                              | \$ 3,030,684                | \$ -                    | \$ 3,030,684   |
| Osceola County                             | 429,706                     | -                       | 429,706        |
| Seminole County                            | 376,308                     | -                       | 376,308        |
| Subtotal                                   | 3,836,698                   | -                       | 3,836,698      |
| Total Local Funds                          | \$ 119,960,113              | \$ 1,157,081            | \$ 121,117,194 |



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1471**

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### **Title:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #24-077 in various County Funds in the amount of \$9,746,362.23 for the Fiscal Year 2023/24 year-end budget adjustments. Countywide  
**(Timothy Jecks, Management & Budget Director)**

### **Division:**

Management and Budget

### **Authorized By:**

Timothy Jecks, Management & Budget Director

### **Contact/Phone Number:**

Timothy Jecks/407-665-7181

### **Background:**

Per Florida Statute requirements, the final budget amendment should be approved within 60 days of the end of the fiscal year. The attached BAR totals \$9.7M, of which \$8.3M is related to interfund transfers. See attached report for more details of all revenues and expenditures being amended.

Significant adjustments include transfers to new Special Revenue Funds in the amount of **\$4M of Opioid Settlement** funds and **\$2M of Attainable Housing Trust** funds collected in prior years, which are being transferred with proper accounting and tracking. An additional **\$1.6M** is being transferred for General Government Services related to the **ARPA Grant**. None of these transfers has any net effect on the amounts appropriated for those services.

The BAR includes **\$1.3M in grant** or interlocal agreement revenues to be recognized in FY24. There is a budget increase of \$457K to related to Countywide utilities (electricity), representing an 11% increase over the adopted budget.

### **Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Resolution

implementing Budget Amendment Request (BAR) #24-077 in various County Funds in the amount of \$9,746,362.23 for the Fiscal Year 2023/24 year-end budget adjustments.



## FY24 YEAR END BAR ADJUSTMENT DETAILS

| ADJUSTMENT DETAILS                                 | FY24 CURRENT<br>BUDGET | FY24 ACTUALS | BAR AMOUNT     |
|--|------------------------|--------------|----------------|
| REVENUES   |                        |              |                |
| ACCOUNTING ADJUSTMENTS                             |                        |              |                |
| NEW FUND TO TRACK OPIOID SETTLEMENT                |                        |              |                |
| FROM CURRENT YEAR GENERAL FUND                     | (2,400,000)            | -            | 2,400,000.00   |
| TO NEW FUND PLUS INTEREST                          | -                      | (2,453,472)  | (2,453,472.00) |
| CIVIL TRAFFIC HEARING REVENUES                     |                        |              | (57,177.45)    |
| ACCOUNTING ADJUSTMENTS Total                       | (2,400,000)            | (2,453,472)  | (110,649.45)   |
| GRANT AGREEMENTS                                   |                        |              |                |
| E911 SPECIAL DISBURSEMENT FOR CALL HANDLING SYSTEM | -                      | (142,960)    | (142,960.00)   |
| FDOH WAREHOUSE LEASE (REIMBURSED)                  | -                      | (65,276)     | (70,000.00)    |
| FERTILIZER GRANT ADJUSTMENT                        | (36,861)               | -            | (8,352.00)     |
| NEW OPIOID STATE SETTLEMENT FUNDS                  |                        |              | (875,000.00)   |
| SUNRAIL REVENUE FROM CITIES FOR ATTORNEY SVCS      | (24,639)               | -            | (200,000.00)   |
| GRANT AGREEMENTS Total                             | (61,501)               |              | (1,296,312.00) |
| INTERFUND TRANSFERS                                |                        |              |                |
| COUNTYWIDE UTILITIES SUBFUND TRANSFER              | (1,925,000)            | -            | (350,000.00)   |
| CIVIL TRAFFIC HEARING REVENUE TRANSFER             |                        |              | (46,342.45)    |
| SUNRAIL TRANSITION REFUND TRUE UP                  | (500,000)              | -            | 1,606.67       |
| TRANSFER FOR ARPA GENERAL GOV'T SERVICES           | (4,044,647)            | -            | (1,585,265.00) |
| TRANSFER PRIOR YEAR OPIOID REVENUES                |                        |              | (4,033,423.00) |
| TRANSFER TO NEW HOUSING FUND                       |                        |              | (1,965,977.00) |
| WATER & SEWER TRANSFER TO CAPITAL SUBFUND          | 360,000                | -            | (360,000.00)   |
| INTERFUND TRANSFERS Total                          | (6,109,647)            | -            | (8,339,400.78) |
| REVENUES Total                                     |                        |              | (9,746,362.23) |

## EXPENDITURES

### ACCOUNTING ADJUSTMENTS

#### NEW FUND FOR ATTAINABLE HOUSING TRUST

|                   |           |                |
|-------------------|-----------|----------------|
| FROM GENERAL FUND | 1,965,977 | (1,965,977.00) |
| TO NEW FUND       |           | 1,965,977.00   |

#### NEW FUND TO TRACK OPIOID SETTLEMENT

|                                    |           |                |
|------------------------------------|-----------|----------------|
| FROM CURRENT YEAR GENERAL FUND     | 3,950,315 | (3,950,315.42) |
| TO NEW FUND-CURRENT AND PRIOR YEAR |           | 6,486,895.00   |

| FY24 YEAR END BAR ADJUSTMENT DETAILS               |                        |                  |                     |
|--|------------------------|------------------|---------------------|
| ADJUSTMENT DETAILS                                 | FY24 CURRENT<br>BUDGET | FY24 ACTUALS     | BAR AMOUNT          |
| <b>CARRYFORWARD PROJECT CORRECTION</b>             |                        |                  |                     |
| 02107082 SR 434 @ SAND LAKE RD SIGNAL              |                        |                  | 400,000.00          |
| UTILITIES CIP CLEANUP                              |                        |                  | (50,985.65)         |
| SUNRAIL TRANSITION STUDY REFUND                    |                        |                  | (1,606.67)          |
| 02404068 BEARD DEBRIS BLOWER - NEW                 |                        |                  | 10,500.00           |
| 02207095 USGS GEO SURVEY RAIN MONITORNG            |                        |                  | 98,140.00           |
| ARPA GENERAL GOV'T SERVICES TRANSFER               |                        |                  | 10,561.62           |
| ADJUST LAKE LILLY BUSINESS UNIT (NO CHANGE)        |                        |                  | -                   |
| BOATING IMPROVEMENT FUND TRUE UP                   | 328                    | 995              | 667.00              |
| <b>ACCOUNTING ADJUSTMENTS Total</b>                | <b>10,314,576</b>      | <b>2,827,833</b> | <b>3,003,855.88</b> |
| <b>GRANT AGREEMENTS</b>                            |                        |                  |                     |
| E911 SPECIAL DISBURSEMENT FOR CALL HANDLING SYSTEM | 91,680                 | -                | 142,960.00          |
| FDOH WAREHOUSE LEASE (REIMBURSED)                  | -                      | 65,439           | 70,000.00           |
| FERTILIZER GRANT ADJUSTMENT                        | -                      | 5,313            | 8,352.00            |
| NEW OPIOID STATE SETTLEMENT FUNDS                  |                        |                  | 875,000.00          |
| SUNRAIL REVENUE FROM CITIES FOR ATTORNEY SVCS      | 501,388                | -                | 200,000.00          |
| <b>GRANT AGREEMENTS Total</b>                      | <b>593,068</b>         | <b>70,752</b>    | <b>1,296,312.00</b> |
| <b>INTERFUND TRANSFERS</b>                         |                        |                  |                     |
| COUNTYWIDE UTILITIES SUBFUND TRANSFER              | 1,925,000              | -                | 350,000.00          |
| CIVIL TRAFFIC HEARING REVENUE TRANSFER             |                        |                  | 46,342.45           |
| SUNRAIL TRANSITION REFUND TRUE UP                  | 500,000                | 50,000           | (1,606.67)          |
| TRANSFER FOR ARPA GENERAL GOV'T SERVICES           | 4,044,647              | -                | 1,585,265.00        |
| TRANSFER PRIOR YEAR OPIOID REVENUES                |                        |                  | 4,033,423.00        |
| TRANSFER TO NEW HOUSING FUND                       |                        |                  | 1,965,977.00        |
| WATER & SEWER TRANSFER TO CAPITAL SUBFUND          | (360,000)              | -                | 360,000.00          |
| <b>INTERFUND TRANSFERS Total</b>                   | <b>6,109,647</b>       | <b>50,000</b>    | <b>8,339,400.78</b> |
| <b>DEPT BUDGETS</b>                                |                        |                  |                     |
| COUNTYWIDE ELECTRICITY BUDGETS                     | 4,195,000              | 4,735,215        | 457,768.00          |
| MSBU PERSONNEL CLEAN UP                            | 311,739                | 343,205          | 32,000.00           |
| <b>HMGP PROJECTS (REIMBURSEMENT)</b>               |                        |                  |                     |
| 02307094 HMGP COVID LAKE HARNEY CIR                | 47,583                 | 29,662           | 22,533.50           |
| 02307095 HMGP COVID OLD MIMS JUNGLE RD             | 31,299                 | 9,920            | 13,698.13           |
| 02307095 HMGP OLD MIMS                             |                        |                  | 6,380.00            |
| <b>DEPT BUDGETS Total</b>                          | <b>4,585,621</b>       | <b>5,118,001</b> | <b>532,379.63</b>   |
| <b>RESERVE ADJUSTMENTS</b>                         | 289,956,387            | -                | (3,425,586.06)      |
| <b>EXPENDITURES Total</b>                          |                        |                  | <b>9,746,362.23</b> |

2024-R-

**BUDGET AMENDMENT REQUEST****BAR# 24-077**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Office of Management &amp; Budget

Fund(s): Various

| RM Recommendation |                   |
|-------------------|-------------------|
| <b>S. Carrick</b> | <b>10/29/2024</b> |
| Budget Analyst    | Date              |
| Budget Director   | Date              |
| RM Director       | Date              |

**PURPOSE:**

To appropriate funding, in the Community Services Block Grant Fund, in the amount of \$193,641 for Community Services Block Grant (CSBG) disaster relief supplement funding.

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

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

| Type    | Fund | Business Unit | Object Account | Sub-sidiary | Account Type | Subledger | Long Item No | Amount |
|---------|------|---------------|----------------|-------------|--------------|-----------|--------------|--------|
| Revenue |      |               |                |             | SEE ATTACHED |           |              |        |
| Revenue |      |               |                |             |              |           |              |        |
| Revenue |      |               |                |             |              |           |              |        |
| Revenue |      |               |                |             |              |           |              |        |

**Total Sources** 9,746,362.23

|             |  |  |  |  |              |  |  |  |
|-------------|--|--|--|--|--------------|--|--|--|
| Expenditure |  |  |  |  |              |  |  |  |
| Expenditure |  |  |  |  | SEE ATTACHED |  |  |  |
| Expenditure |  |  |  |  |              |  |  |  |
| Expenditure |  |  |  |  |              |  |  |  |
| Expenditure |  |  |  |  |              |  |  |  |
| Expenditure |  |  |  |  |              |  |  |  |
| Expenditure |  |  |  |  |              |  |  |  |
| Expenditure |  |  |  |  |              |  |  |  |

**Expenditure Sub-Total** 13,171,948.29

|         |  |  |  |  |              |  |  |  |
|---------|--|--|--|--|--------------|--|--|--|
| Reserve |  |  |  |  |              |  |  |  |
| Reserve |  |  |  |  | SEE ATTACHED |  |  |  |

**Reserve Sub-Total** (3,425,586.06)

**Total Uses** 9,746,362.23

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2024-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

**By:**

\_\_\_\_\_  
Jay Zembower, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Entered by the Management and Budget Office

Date: \_\_\_\_\_

Posted by the County Comptroller's Office

Date: \_\_\_\_\_

2024-R-

# BUDGET AMENDMENT REQUEST

## Continued

BAR# 24-077

| Type    | Fund  | Business Unit | Object Account | Sub-sidiary | Account Type                         | Subledger | Long Item No | Amount         |
|---------|-------|---------------|----------------|-------------|--------------------------------------|-----------|--------------|----------------|
| Revenue | 00100 | 00100         | 369305         |             | 369305 SETTLEMENTS - OPIOID          |           | 3693050001   | (2,400,000.00) |
| Revenue | 00112 | 00112         | 381100         | 00100       | 381100 TRANSFER IN                   |           | 9109999905   | 1,585,265.00   |
| Revenue | 00112 | 20180541      | 369930         |             | 369930 REIMBURSEMENTS                |           | 4400556003   | 70,000.00      |
| Revenue | 00113 | 00113         | 381100         | 00100       | 381100 TRANSFER IN                   |           | 9109999967   | 350,000.00     |
| Revenue | 10103 | 10103         | 381100         | 00100       | 381100 TRANSFER IN                   |           | 9109999966   | (1,606.67)     |
| Revenue | 10103 | 02107095      | 337900         |             | 337900 LOCAL GRANTS & AIDS           |           | 3379000001   | 200,000.00     |
| Revenue | 11916 | 02107089      | 331391         |             | 331391 OTHER PHYSICAL ENV FED GRANTS |           | 3919999902   | 8,352.00       |
| Revenue | 12303 | 12303         | 381100         | 00100       | 381100 TRANSFER IN                   |           | 9109999970   | 4,033,423.00   |
| Revenue | 12303 | 02406004      | 369305         |             | 369305 SETTLEMENTS - OPIOID          |           |              | 2,420,139.00   |
| Revenue | 12303 | 02406005      | 369305         |             | 369305 SETTLEMENTS - OPIOID          |           |              | 33,333.00      |
| Revenue | 12303 | 02406005      | 369305         |             | 369305 SETTLEMENTS - OPIOID          |           |              | 875,000.00     |
| Revenue | 12304 | 12304         | 381100         | 00100       | 381100 TRANSFER IN                   |           | 9109999971   | 1,965,977.00   |
| Revenue | 12500 | 02201020      | 335220         |             | 335220 E911 WIRELESS                 |           |              | 92,960.00      |
| Revenue | 12500 | 02410005      | 335220         |             | 335220 E911 WIRELESS                 |           |              | 50,000.00      |
| Revenue | 40108 | 40108         | 381100         | 40100       | 381100 TRANSFER IN                   |           | 9109999923   | 360,000.00     |
| Revenue | 00114 | 00114         | 348990         |             | 348990 \$1.50 CIVIL TRAFFIC HEAR     |           |              | 10,835.00      |
| Revenue | 00114 | 00114         | 381100         | 00101       | 381100 TRANSFER IN                   |           | 9109999972   | 46,342.45      |
| Revenue | 00101 | 00101         | 399999         |             | 399999 BEGINNING FUND BALANCE        |           | 3999990001   | 46,342.45      |

**Total Sources** 9,746,362.23

|             |       |          |        |       |                                       |  |            |                |
|-------------|-------|----------|--------|-------|---------------------------------------|--|------------|----------------|
| Expenditure | 00100 | 014001   | 590910 | 12303 | 590910 TRANSFER OUT                   |  | 9109999970 | 4,033,423.00   |
| Expenditure | 00100 | 014001   | 590910 | 12304 | 590910 TRANSFER OUT                   |  | 9109999971 | 1,965,977.00   |
| Expenditure | 00100 | 014001   | 590910 | 00112 | 590910 TRANSFER OUT                   |  | 9109999905 | 1,585,265.00   |
| Expenditure | 00100 | 014001   | 590910 | 00113 | 590910 TRANSFER OUT                   |  | 9109999967 | 350,000.00     |
| Expenditure | 00100 | 014001   | 590910 | 10103 | 590910 TRANSFER OUT                   |  | 9109999966 | (1,606.67)     |
| Expenditure | 00100 | 069200   | 530340 |       | 530340 OTHER SERVICES                 |  | 3400660302 | (1,585,265.00) |
| Expenditure | 00100 | 077435   | 530520 |       | 530520 OPERATING SUPPLIES             |  | 5200666013 | (30,000.00)    |
| Expenditure | 00100 | 02106004 | 530490 |       | 530490 OTHER CHARGES/OBLIGATIONS      |  | 4909999901 | (485,329.00)   |
| Expenditure | 00100 | 02106004 | 580833 |       | 580833 OTHER GRANTS & AIDS/INDIVIDUAL |  | 8339999901 | (1,000,000.00) |
| Expenditure | 00100 | 02106004 | 580833 |       | 580833 OTHER GRANTS & AIDS/INDIVIDUAL |  | 8339999902 | (480,648.00)   |
| Expenditure | 00100 | 02318010 | 580821 |       | 580821 AID TO PRIVATE ORGANIZATIONS   |  | 8210103006 | 10,561.62      |
| Expenditure | 00100 | 02318018 | 530499 |       | 530499 CHARGES/OBLIGATIONS-CONTINGENC |  | 4909999902 | (3,950,315.42) |
| Expenditure | 00100 | 02409022 | 530520 |       | 530520 OPERATING SUPPLIES             |  | 5200666013 | 30,000.00      |
| Expenditure | 00104 | 00234793 | 560650 | 00001 | 560650 CONSTRUCTION IN PROGRESS       |  | 6509999901 | 667.00         |
| Expenditure | 00109 | 2404068  | 560642 | 00001 | 560642 EQUIPMENT >\$4999              |  | 6429999901 | 10,500.00      |
| Expenditure | 00112 | 02306005 | 530340 |       | 530340 OTHER SERVICES                 |  | 3400660302 | 1,585,265.00   |
| Expenditure | 00112 | 20180541 | 530440 |       | 530440 RENTAL AND LEASES              |  | 4400556001 | 70,000.00      |
| Expenditure | 00113 | 010591   | 530430 |       | 530430 UTILITIES                      |  | 4309999901 | 350,000.00     |
| Expenditure | 10103 | 02107095 | 530490 |       | 530490 OTHER CHARGES/OBLIGATIONS      |  | 4900878102 | (1,606.67)     |
| Expenditure | 10103 | 02407078 | 530310 |       | 530310 PROFESSIONAL SERVICES          |  | 3109999901 | 200,000.00     |
| Expenditure | 11560 | 2307095  | 560610 | 00001 | 560610 LAND                           |  | 6109999901 | 6,380.00       |
| Expenditure | 11560 | 02107082 | 560650 | 00001 | 560650 CONSTRUCTION IN PROGRESS       |  | 6509999901 | 400,000.00     |

# BUDGET AMENDMENT REQUEST

## Continued

| Type        | Fund  | Business Unit | Object Account | Sub-sidiary | Account Type                          | Subledger | Long Item No | Amount       |
|-------------|-------|---------------|----------------|-------------|---------------------------------------|-----------|--------------|--------------|
| Expenditure | 11560 | 02207095      | 530310         |             | 530310 PROFESSIONAL SERVICES          |           | 3109999902   | 98,140.00    |
| Expenditure | 11560 | 02307094      | 560610         | 00001       | 560610 LAND                           |           | 6109999901   | 9,570.00     |
| Expenditure | 11560 | 02307094      | 560680         | 00001       | 560680 CONSTRUCTION & DESIGN          |           | 6809999901   | 12,963.50    |
| Expenditure | 11560 | 02307095      | 560680         | 00001       | 560680 CONSTRUCTION & DESIGN          |           | 6809999901   | 13,698.13    |
| Expenditure | 11916 | 02107089      | 530520         |             | 530520 OPERATING SUPPLIES             |           | 3400380002   | 8,352.00     |
| Expenditure | 12303 | 02406004      | 530499         |             | 530499 CHARGES/OBLIGATIONS-CONTINGENC |           | 4909999902   | 6,453,562.00 |
| Expenditure | 12303 | 02406005      | 530490         |             | 530490 OTHER CHARGES/OBLIGATIONS      |           | 4900693001   | 283,333.00   |
| Expenditure | 12303 | 02406005      | 530496         |             | 530496 COUNTY LABOR CHARGE            |           | 1049999904   | 100,000.00   |
| Expenditure | 12303 | 02406005      | 580821         |             | 580821 AID TO PRIVATE ORGANIZATIONS   |           | 8210693001   | 525,000.00   |
| Expenditure | 12304 | 02406007      | 530490         |             | 530490 OTHER CHARGES/OBLIGATIONS      |           | 4909999901   | 485,329.00   |
| Expenditure | 12304 | 02406007      | 580833         |             | 580833 OTHER GRANTS & AIDS/INDIVIDUAL |           | 8339999901   | 1,000,000.00 |
| Expenditure | 12304 | 02406007      | 580833         |             | 580833 OTHER GRANTS & AIDS/INDIVIDUAL |           | 8339999902   | 480,648.00   |
| Expenditure | 12500 | 02201020      | 530520         |             | 530520 OPERATING SUPPLIES             |           | 5209999902   | 92,960.00    |
| Expenditure | 12500 | 02410005      | 530520         |             | 530520 OPERATING SUPPLIES             |           | 5209999902   | 50,000.00    |
| Expenditure | 15000 | 090281        | 530430         |             | 530430 UTILITIES                      |           | 4309999901   | 107,768.00   |
| Expenditure | 16000 | 010302        | 510120         |             | 510120 REGULAR SALARIES & WAGES       |           |              | 32,000.00    |
| Expenditure | 40100 | 014188        | 590910         | 40108       | 590910 TRANSFER OUT                   |           | 9109999923   | 360,000.00   |
| Expenditure | 40100 | 02208004      | 560642         | 00001       | 560642 EQUIPMENT >\$4999              |           | 6429999901   | (25,150.00)  |
| Expenditure | 40100 | 02208005      | 560642         | 00001       | 560642 EQUIPMENT >\$4999              |           | 6429999901   | (55,150.00)  |
| Expenditure | 40108 | 00064565      | 560650         | 00001       | 560650 CONSTRUCTION IN PROGRESS       |           | 6509999901   | 37,591.14    |
| Expenditure | 40108 | 00195718      | 560650         | 00001       | 560650 CONSTRUCTION IN PROGRESS       |           | 6509999901   | 6,723.21     |
| Expenditure | 40108 | 00283007      | 560650         | 00001       | 560650 CONSTRUCTION IN PROGRESS       |           | 6509999901   | 7,300.00     |
| Expenditure | 40108 | 02308028      | 530460         |             | 530460 REPAIRS AND MAINTENANCE        |           | 4600380002   | (22,300.00)  |
| Expenditure | 00101 | 02403003      | 590910         | 00114       | 590910 TRANSFER OUT                   |           | 9109999972   | 46,342.45    |
| Expenditure |       |               |                |             |                                       |           |              |              |

**Expenditure Sub-Total** 13,171,948.29

|         |       |        |        |  |                                       |  |            |                |
|---------|-------|--------|--------|--|---------------------------------------|--|------------|----------------|
| Reserve |       |        |        |  |                                       |  |            |                |
| Reserve | 00100 | 999901 | 599997 |  | 599997 RESERVE ECONOMIC STABILIZATION |  | 9979999901 | 16,707.00      |
| Reserve | 00100 | 999901 | 599998 |  | 599998 RESERVE FOR CONTINGENCIES      |  | 9989999901 | (2,842,062.53) |
| Reserve | 00104 | 999974 | 599998 |  | 599998 RESERVE FOR CONTINGENCIES      |  | 9989999901 | (667.00)       |
| Reserve | 00109 | 999983 | 599998 |  | 599998 RESERVE FOR CONTINGENCIES      |  | 9989999901 | (27,207.00)    |
| Reserve | 11560 | 999964 | 599994 |  | 599994 RESERVE FOR CAPITAL            |  | 9949999901 | (540,751.63)   |
| Reserve | 15000 | 999981 | 599998 |  | 599998 RESERVE FOR CONTINGENCIES      |  | 9989999901 | (107,768.00)   |
| Reserve | 16000 | 999960 | 599998 |  | 599998 RESERVE FOR CONTINGENCIES      |  | 9989999901 | (32,000.00)    |
| Reserve | 40100 | 999903 | 599998 |  | 599998 RESERVE FOR CONTINGENCIES      |  | 9989999901 | (360,000.00)   |
| Reserve | 40100 | 999903 | 599998 |  | 599998 RESERVE FOR CONTINGENCIES      |  | 9989999901 | 80,300.00      |
| Reserve | 40108 | 999928 | 599994 |  | 599994 RESERVE FOR CAPITAL            |  | 9949999901 | 330,685.65     |
| Reserve | 00114 | 999970 | 599998 |  | 599998 RESERVE FOR CONTINGENCIES      |  | 9989999901 | 57,177.45      |
| Reserve |       |        |        |  |                                       |  |            |                |

**Reserve Sub-Total** (3,425,586.06)

**Total Uses** 9,746,362.23



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1488**

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**Title:**

Approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #25-004 in the Water and Sewer Fund to transfer \$4,754,121.32 from reserves to establish budget for potential professional services for Utilities Department Program Management. Countywide (**Timothy Jecks, Management & Budget Director**) Requesting Department - Utilities

**Division:**

Management and Budget

**Authorized By:**

Timothy Jecks, Management & Budget Director

**Contact/Phone Number:**

Wendy Aviles/407-665-7182

**Background:**

The attached BAR will establish budget for potential program management services in the County's Water & Sewer Utilities Department. The County previously utilized program management with consultants to help deliver numerous projects including major water treatment plant upgrades, reclaimed water retrofit projects, and the surface water intake and treatment facilities at Yankee Lake. That program sunset in FY15.

Since that time, the Department has experienced significant staff turnover and has had difficulties filling vacant positions, which has contributed to delays in project delivery for system maintenance and capacity expansion. Additional Program Management consultants to supplement existing staffing may be needed to avoid service interruptions ensure that County Utility facilities are adequately operated and maintained.

Other potential services include an assessment of County facilities and recommendations for future resource allocations. Program management for CIP projects at the County's water treatment plants and water reclamation facilities

(including surface water treatment). Program management through staff augmentation, as needed, for Utilities Engineering and Utilities Operations Divisions. Review staffing, organization, and SOPs, as well as develop key performance indicators (KPIs) to demonstrate results. Support to primarily assist staff with delivering projects related to the distribution and collection systems.

The attached BAR will transfer \$4.75M from Water & Sewer Fund Reserves.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a Resolution implementing the Budget Amendment Request (BAR) #25-004 in the Water and Sewer Fund to transfer \$4,754,121.32 from reserves to establish budget for potential professional services for Utilities Department Program Management.

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: UTILITIES / WATER UTILITIES ENGINEERING  
Fund(s): 40100 WATER AND SEWER FUND / 40108 WATER & SEWER CAPITAL IMP

| RM Recommendation |            |
|-------------------|------------|
| W. AVILES         | 10/30/2024 |
| Budget Analyst    | Date       |
| Budget Director   | Date       |
| RM Director       | Date       |

PURPOSE:  
To transfer \$4,754,121.32 from Water and Sewer Fund reserves to fund professional services for Utilities Department Program Management.

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               | 40108 | 40108         | 381100         | 40100       | TRANSFER IN               |           | 9109999923   | 4,754,121.32   |
| Revenue               |       |               |                |             |                           |           |              |                |
| Revenue               |       |               |                |             |                           |           |              |                |
| Revenue               |       |               |                |             |                           |           |              |                |
| Total Sources         |       |               |                |             |                           |           |              | 4,754,121.32   |
| Expenditure           | 40100 | 014188        | 590910         | 40108       | TRANSFER OUT              |           | 9109999923   | 4,754,121.32   |
| Expenditure           | 40108 | 02508070      | 530310         |             | PROFESSIONAL SERVICES     |           | 3109999902   | 3,504,943.52   |
| Expenditure           | 40108 | 02508071      | 530310         |             | PROFESSIONAL SERVICES     |           | 3109999902   | 1,249,177.80   |
| Expenditure           |       |               |                |             |                           |           |              |                |
| Expenditure           |       |               |                |             |                           |           |              |                |
| Expenditure           |       |               |                |             |                           |           |              |                |
| Expenditure           |       |               |                |             |                           |           |              |                |
| Expenditure           |       |               |                |             |                           |           |              |                |
| Expenditure Sub-Total |       |               |                |             |                           |           |              | 9,508,242.64   |
| Reserve               | 40100 | 999903        | 599998         |             | RESERVE FOR CONTINGENCIES |           | 9989999901   | (4,754,121.32) |
| Reserve               |       |               |                |             |                           |           |              |                |
| Reserve Sub-Total     |       |               |                |             |                           |           |              | (4,754,121.32) |
| Total Uses            |       |               |                |             |                           |           |              | 4,754,121.32   |

BUDGET AMENDMENT RESOLUTION

This Resolution, 2024-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

By:  
  
Jay Zembower, Chairman

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Entered by the Management and Budget Office \_\_\_\_\_ Date: \_\_\_\_\_  
Posted by the County Comptroller's Office \_\_\_\_\_ Date: \_\_\_\_\_





# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1399**

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**Title:**

Request for authorization to make a binding written offer to property owners and request to adopt and authorize the Chairman to execute a Resolution of Necessity for the Nebraska Avenue Bridge Safety Improvement Project, Parcel 800. District5 - Herr (Jean Jreij, P.E., Public Works Director)

**Division:**

Public Works - Engineering

**Authorized By:**

Jean Jreij, P.E., Public Works Director

**Contact/Phone Number:**

Neil Newton/407-665-5711

**Background:**

Staff requests authorization from the Board to make a binding written offer to the owners of Parcel 800 to be acquired for the Nebraska Avenue Bridge Safety Improvement Project in the recommended amounts listed in the chart below.

| PARCEL NO. | PROPERTY OWNERS   | PROPERTY TO BE ACQUIRED | COUNTY'S APPRAISED VALUE | PROPOSED OFFER |
|------------|---|-------------------------|--------------------------|----------------|
| 800        | Daniel R. Beauchemin, Erica D. Mann-Beauchemin, Jorge Villalobos, and Stephanie Beauchemin-Villalobos | 5,830 SF                | \$ 24,400.00             | \$ 36,180.00   |

The proposed offer is the same as the latest offer that the County has made, subject to Board approval, to the property owners during the voluntary acquisition process. The County Attorney's Office concurs with the proposed offer amount.



In addition, staff requests the Board consider and adopt and authorize the Chairman to

execute a Resolution of Necessity, prepared by the County Attorney's Office, finding that the construction of the Nebraska Avenue Bridge Safety Improvement Project is necessary, serves a County and public purpose and is in the best interest of the citizens of Seminole County and requesting authority for the County Attorney's Office (1) to negotiate in good faith with the owners of the parcels, (2) to make all necessary binding offers consistent with the authority granted by the Board of County Commissioners prior to institution of condemnation proceedings and, (3) if necessary, to file condemnation proceedings to exercise the power of eminent domain to acquire the subject parcels.

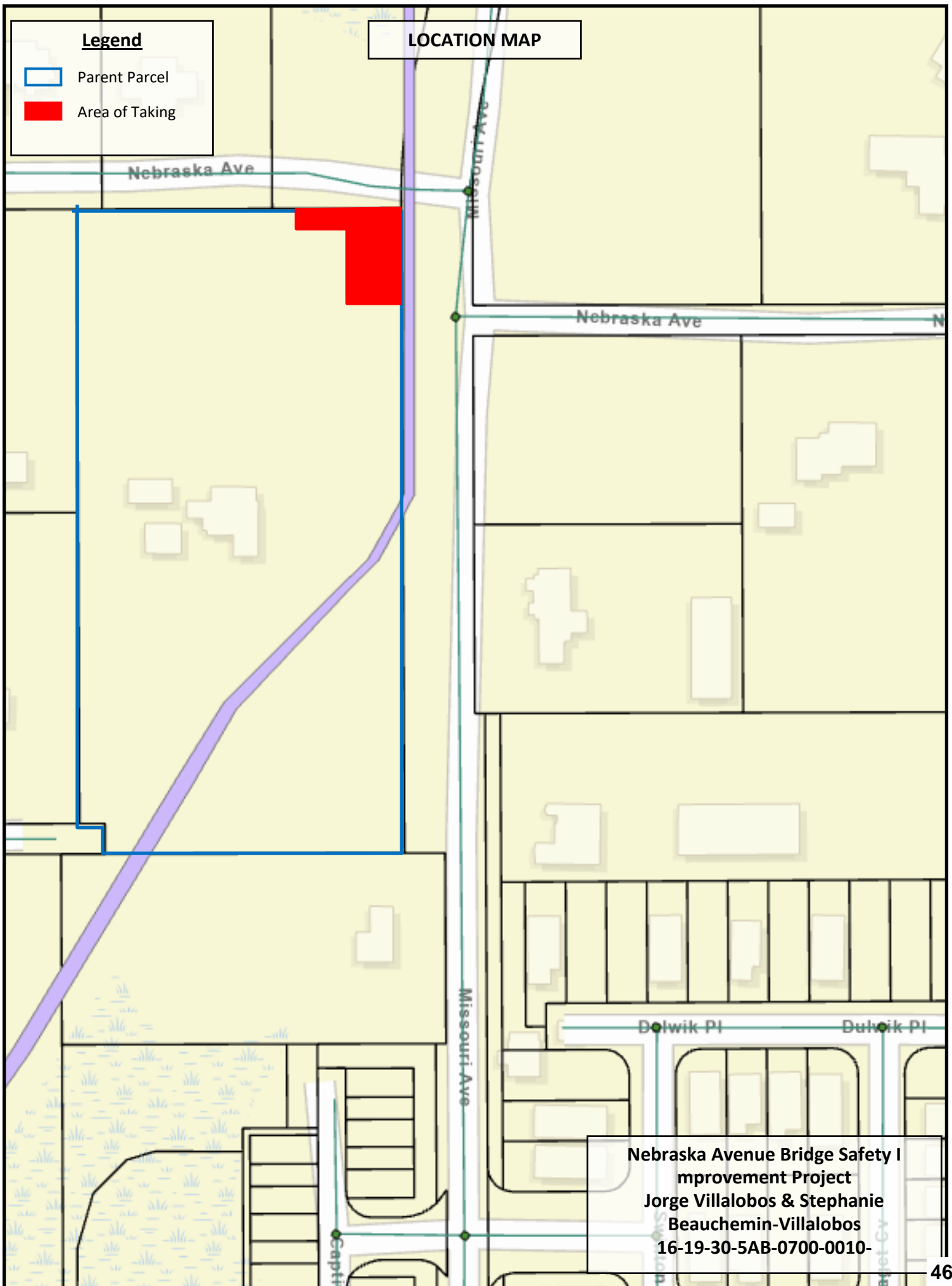
**Requested Action:**

Staff requests the Board authorize the making of a binding written offer to the owners of Parcel 800 in the amount listed in this memorandum and adopt and authorize the Chairman to execute the proposed Resolution of Necessity as to Parcel 800 of the Nebraska Avenue Bridge Safety Improvement Project.

**Legend**

-  Parent Parcel
-  Area of Taking

**LOCATION MAP**



Nebraska Avenue Bridge Safety Improvement Project  
Jorge Villalobos & Stephanie Beauchemin-Villalobos  
16-19-30-5AB-0700-0010-

**RESOLUTION**  
of the  
**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**

**FINDING A NECESSITY AND PUBLIC PURPOSE FOR THE ACQUISITION OF PARCEL 800 FOR THE NEBRASKA BRIDGE SAFETY IMPROVEMENT PROJECT, WHICH INCLUDES THE STABILIZATION OF THE LOCKHART-SMITH CANAL IN THE VICINITY OF THIS BRIDGE; PROVIDING AUTHORIZATION TO NEGOTIATE WITH THE OWNERS OF THE PARCEL; AND, AUTHORIZING, IF NECESSARY, THE EXERCISE OF THE POWER OF EMINENT DOMAIN.**

**WHEREAS**, the Board of County Commissioners of Seminole County desires to accomplish and implement sound transportation and drainage planning and provide sound transportation and flood control systems in Seminole County for the benefit of the citizens of Seminole County, and

**WHEREAS**, the safe, efficient and uninterrupted transportation of people and property from place to place on the County road system and drainage facilities to control flooding are matters of great concern to the people of Seminole County and are necessary to ensure the smooth operation of commerce and other activities within the County; and

**WHEREAS**, the County's constitutional home rule powers, the Florida Transportation Code as listed in Section 334.01, Florida Statutes (2024), as this statute may be amended from time to time, and other applicable law including, but not limited to, Chapter 125, Florida Statutes (2024), as this statute may be amended from time to time, invest authority over the road system and drainage structures of Seminole County in the County; and

**WHEREAS**, the elimination of safety hazards in existing and future transportation facilities and drainage facilities within Seminole County is of utmost concern and permits the full utilization of such facilities by the traveling public; and

**WHEREAS**, it is necessary, beneficial, and desirable that any transportation facility in developed or developing areas of the County have an adequate right-of-way to accommodate the roadway and its appurtenant facilities to decrease the likelihood of accidents and to increase the safety of travel within and upon such facilities; and

**WHEREAS**, Nebraska Avenue, in the vicinity of its intersection with Missouri Avenue in Sanford, Florida, is an existing private road that traverses over a vehicular bridge that is located near Missouri Avenue, which is in the County Road System, and that lies over the Lockhart-Smith Canal; and

**WHEREAS**, the condition of the existing bridge is inadequate for safe travel over Nebraska Avenue and needs to be replaced to promote safety and improve access throughout the project corridor; and

**WHEREAS**, clearing and maintain the 8.5-mile-long Lockhart Smith Canal is essential to preventing and controlling potential flooding in the area; and

**WHEREAS**, the Lockhart-Smith Canal under and in the vicinity of the bridge also needs restoration work to ensure the smooth flow of drainage over this canal, under the Nebraska Avenue Bridge, and north to the St. Johns River; and

**WHEREAS**, the property described in this Resolution is being acquired for use as drainage facilities in the area of the bridge; and

**WHEREAS**, the property described in this Resolution is necessary for roadways, rights-of-way, drainage facilities, a drainage easement, and related facilities; and

**WHEREAS**, Seminole County has caused the drainage facilities and the bridge's area of construction to be located and surveyed and has caused right-of-way maps for the section of the Lockhart-Smith Canal, as described above, to be prepared, based upon and incorporating the survey and location data; and

**WHEREAS**, Seminole County has evaluated all of the following in determining the specific property to be acquired for the project: (1) availability of an alternate route; (2) costs of the project; (3) environmental factors; (4) long-range planning; and (5) safety considerations; and

**WHEREAS**, descriptions of the property needed for the bridge and canal restoration work have been prepared based upon the survey and location data described above and the right-of-way map; and

**WHEREAS**, the Board of County Commissioners of Seminole County desires to utilize the provisions of Florida law to the fullest extent possible in order to accomplish the public purpose of acquiring necessary parcels of real property at prices that are both fair to property owners and prudent in terms of spending the tax revenues and other public funds which fund the transportation projects of the County; and

**WHEREAS**, the Board of County Commissioners of Seminole County hereby determines that the actions taken in this Resolution are consistent with the goals, policies and objectives of the Seminole County Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:**

**Section 1.** The above recitals are adopted as findings and incorporated into the text of this Resolution.

**Section 2.** It is necessary, serves a County and public purpose, and is in the best interests of the citizens of Seminole County and the traveling public to improve the vehicular bridge for Nebraska Avenue where the road is over the Lockhart-Smith Canal and to perform restoration work to the canal in the vicinity of this bridge in order to enhance public transportation within Seminole County, to increase the safety of travel along the road, and to improve the drainage flow under the bridge.

**Section 3.** The acquisition of the property described in Exhibit A attached to this Resolution, consisting of 2 pages, is found to be necessary for the improvements to the extent of the estate or interest set forth as a part of the parcel's description. The Board of County Commissioners of Seminole County hereby finds and determines that the acquisition of this parcel serves a County and public purpose.

**Section 4.** Approval of this Resolution confers authority upon the County Attorney's Office to negotiate in good faith with the owners of the parcels, and to make all necessary binding offers, as determined through written authorization by the Public Works Department Director consistent with the authority granted by the Board of County Commissioners, to the owners prior to the institution of condemnation proceedings, and, if necessary, to file condemnation proceedings to exercise the power of eminent domain.

**Section 5.** The estate or interest sought to be condemned by these proceedings designated as Parcel 800 is for a permanent, perpetual, exclusive easement on the property for construction and maintenance of the vehicular bridge and the Lockhart-Smith Canal under and in the vicinity of the bridge. The County's use will include the right to construct, operate, secure, maintain, repair, and replace the bridge and perform restoration of and maintenance for the canal under and in the vicinity of the bridge, together with the appurtenances that are reasonably necessary for function of the facility

including, but not limited to lateral support slopes. The County may clear, grade and excavate the land, plant, cultivate, trim, or remove vegetation, connect, construct or install pipes, ponds, ditches and other drainage or retention facilities, maintain the land, vegetation, ponds, facilities, fixtures or other appurtenances, and in all other ways access, use, and protect the easement as part of the County's drainage system. The property owner will retain all rights which do not interfere with the County's easement rights.

**Section 7.** The County Engineer or his designee is hereby delegated the authority to amend the construction plans for the Nebraska Avenue Bridge Safety Improvement Project and is authorized to bind the County to construct the project in accordance with the construction plans as amended from time to time. This authority encompasses any change considered necessary in the discretion of the County Engineer or his designee, with the exception of changes in the typical section or alignment approved by the Board of County Commissioners of Seminole County.

**Section 8.** If efforts to negotiate the acquisition of the parcels are unsuccessful, the County Attorney's Office is hereby authorized and directed to institute a suit or suits in the name of Seminole County and fully exercise Seminole County's power of eminent domain for the purpose of acquiring the parcel described in Exhibit "A" attached to this Resolution to the extent of the estate or interest set forth as a part of the parcel's description and is further authorized and directed to do all things necessary to prosecute such suit or suits to final judgment by settlement or adjudication. The County Attorney's Office is specifically authorized to sign and file a Declaration of Taking so that Seminole County may avail itself of the provisions of Chapter 74, Florida Statutes (2024). The County Attorney's Office is further authorized to accomplish the acquisition of each parcel by settlement and compromise at such terms that they may deem advisable under the circumstances of the litigation in those instances where such settlement and compromises can be effected in accordance



with the terms, conditions, and limitations as established from time to time by the Board of County Commissioners of Seminole County. The County Attorney's Office is authorized and directed to utilize and assert any and all constitutional and statutory authority of Seminole County and the Board of County Commissioners of Seminole County relative to the acquisition of the subject parcels including, but not limited to, the provisions of Chapters 73, 74, 127 and 332, Florida Statutes (2024), as these statutes may be amended from time to time, as well as the provisions of the Florida Transportation Code referred to in the recitals to this Resolution.

**Section 10.** Prior to the institution of any suits, the County Attorney's Office is authorized to negotiate for the purchase and sale of the property described in Exhibit "A" at a value consistent with the authority granted by the Board of County Commissioners of Seminole County and to bring back for execution by the Chairman or, in his absence, the Vice Chairman, without further Board action, the Agreement to consummate the sale to Seminole County.

**Section 11.** This Resolution will become effective upon adoption by the Board of County Commissioners.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

As authorized for execution by the Board of County Commissioners at its \_\_\_\_\_, 2024, regular meeting.

DGS\sfa

Attachment: Exhibit “A” – Sketch of Description

Authority: Chapter 73, Florida Statutes (2024)  
Chapter 74, Florida Statutes (2024)  
Chapter 125, Florida Statutes (2024)  
Chapter 127, Florida Statutes (2024)  
Section 334.01, Florida Statutes (2024), et seq.

T:\Users\dshields\Cases\Eminent Domain\Active Cases\Nebraska Ave\Villalobos\Resolution of Necessity\Resolution of Necessity - Neb. Ave. (10-23-2024).docx



# ***SKETCH OF DESCRIPTION***

SHEET 1 OF 2

DESCRIPTION: A PORTION OF LOT 1, BLOCK 7, SANFORD FARMS SUBDNISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGES 127 THROUGH 128j, OF THE PUBUC RECORDS OF SEMINOLE COUNTY, FLORIDA, ALL LYING IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 7, SANFORD FARMS SUBDNISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGES 127 THROUGH 128j, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S 89°50'43" W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE S 0°15'29" E, ALONG A UNE 40.00 FEET WEST OF AND PARALLEL TO THE EAST UNE OF SAID LOT 1, A DISTANCE OF 106.00 FEET; THENCE DEPARTING SAID PARALLEL LINE RUNS 89°50'43" W, A DISTANCE OF 50.00 FEET; THENCE N 0°15'29" W, A DISTANCE OF 96.00 FEET; THENCE S 89°50'43" W, A DISTANCE OF 53.00 FEET; THENCE N 0°15'29" W, A DISTANCE OF 10.00 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE N 89°50'43" E, ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 103.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,829.95 SQUARE FEET OR 0.13 ACRES MORE OR LESS.

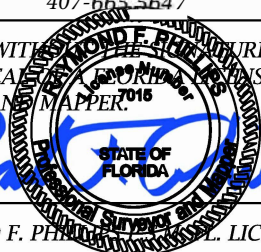
## **SEMINOLE COUNTY**

SURVEY SECTION  
OF THE  
ROADS-STORMWATER DMSION  
OF THE  
PUBLIC WORKS DEPARTMENT  
149 BUSH LOOP BLVD.  
SANFORD, FLORIDA 32773  
407-665-5647

NOT VALID WITHOUT SIGNATURE AND THE  
ORIGINAL SEAL OF THE SURVEYOR AND THE  
MAPPER.

BY:

RAYMOND F. PHILLIPS, LICENSE # 7015



## **SURVEYOR'S NOTES**

BEARINGS BASED ON: ASSUMED DATUM, HOWING THE NORTH LINE OF LOT 1, BLOCK 7, SANFORD FARMS, AS BEING N 89°50'43" E

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

FIELD DATE: "N/A" - - - - -

DATE: 6/22/2022

JOB NAME: 22-062 SHEET 1 OF 2

SCALE: 1" = 40'

DRAWN BY: T.E. - - - - -

CHECKED BY: R.F.P.

# SKETCH OF DESCRIPTION

SHEET 2 OF 2

LOT B  
BLOCK 7

NEBRASKA AVENUE  
(A PRIVATE ROAD)

50' EASEMENT  
FOR INGRESS/EGRESS  
AND PUBLIC UTILITIES

POB

P.O.C.  
NE CORNER OF  
LOT 1, BLOCK 7,  
SANFORD FARMS  
PLAT BOOK 1, PAGE  
127-1281

NORTH LINE OF  
LOT 1, BLOCK 7

N 0° 15' 29" W  
10.00'

N 89° 50' 43" E 103.00'

S 89° 50' 43" W  
53.00'

S 89° 50' 43" W  
40.00'

LOT 1  
BLOCK 7

N 0° 15' 29" W 96.00'

S 0° 15' 29" E 106.00'

S 89° 50' 43" W  
50.00'

40' R/W PER  
O.R.B. 1186,  
PG. 1492

EAST LINE OF  
LOT 1, BLOCK 7

MISSOURI AVENUE

70' R/W PER  
O.R.B. 275, PAGE 98.

40.00'



Scale 1" = 40'

## LEGEND

P.S.M. - PROFESSIONAL SURVEYOR AND MAPPER  
O.R.B. - OFFICIAL RECORDS BOOK  
R/W - RIGHT OF WAY  
POB - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
FL - FLORIDA  
N OR S - NORTH OR SOUTH  
E OR W - EAST OR WEST

## SEMINOLE COUNTY

SURVEY SECTION  
OF THE  
ROADS-STORMWATER DIVISION  
OF THE  
PUBLIC WORKS DEPARTMENT  
149 BUSH LOOP BLVD.  
SANFORD, FLORIDA 32773  
407-665-5647

1 - - - - - 1 3 -  
REVISIONS

|   | DATE | DESCRIPTION | BY |
|---|------|-------------|----|
| 1 |      |             |    |
| 2 |      |             |    |
| 3 |      |             |    |
| 4 |      |             |    |

## SURVEYOR'S NOTES

BEARINGS BASED ON: ASSUMED DATUM, HAVING THE NORTH LINE OF LOT 1, BLOCK 7,  
SANFORD FARMS, AS BEING N 89°50'43" E

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.  
SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE  
ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS  
AND RESTRICTIONS OF RECORD, IF ANY.

FIELD DATE 6/22/2022

DATE 6/22/2022

JOB NAME: 22-062 SHEET 2 OF 2

SCALE: 1" = 40'

DRAWN BY: TE

CHECKED BY: R.F.P.

T:\Survey\AutoCad Projects\22\22-062 NEBRASKA AVE DRAIN IMPROV\22-062.dwg



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1447**

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### **Title:**

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 2-834 for a drainage easement necessary for the Midway Drainage Improvement Project (536± SF) between Linda Battle, Santelia Bell and Samuel L. Black, Jr. and Seminole County for \$8,830.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District5 - Herr (**Jean Jreij, P.E., Public Works Director**)

### **Division:**

Public Works - Engineering

### **Authorized By:**

Jean Jreij, P.E., Public Works Director

### **Contact/Phone Number:**

Neil Newton/407-665-5711

### **Background:**

This parcel (No. 2-834) has been identified as being needed for a drainage easement necessary for the Midway Drainage Improvement Project. The owners (Linda Battle, Santelia Bell and Samuel L. Black, Jr. / Tax ID No. 33-19-31-504-0000-0060) of the property located on the north side of Lincoln Street, approximately 150 feet west of Deepwater Lane, in Sanford, Florida, have agreed to sell and convey this drainage easement to Seminole County for the sum of \$8,830.00, inclusive of all fees and costs.



The parent parcel is vacant and consists of 0.11± acres of land. The County's valuation of this acquisition is \$4,900.00. The County's incentivized offer amount was \$8,830.00, which was accepted by the owners, inclusive of all fees and costs.

### **Requested Action:**

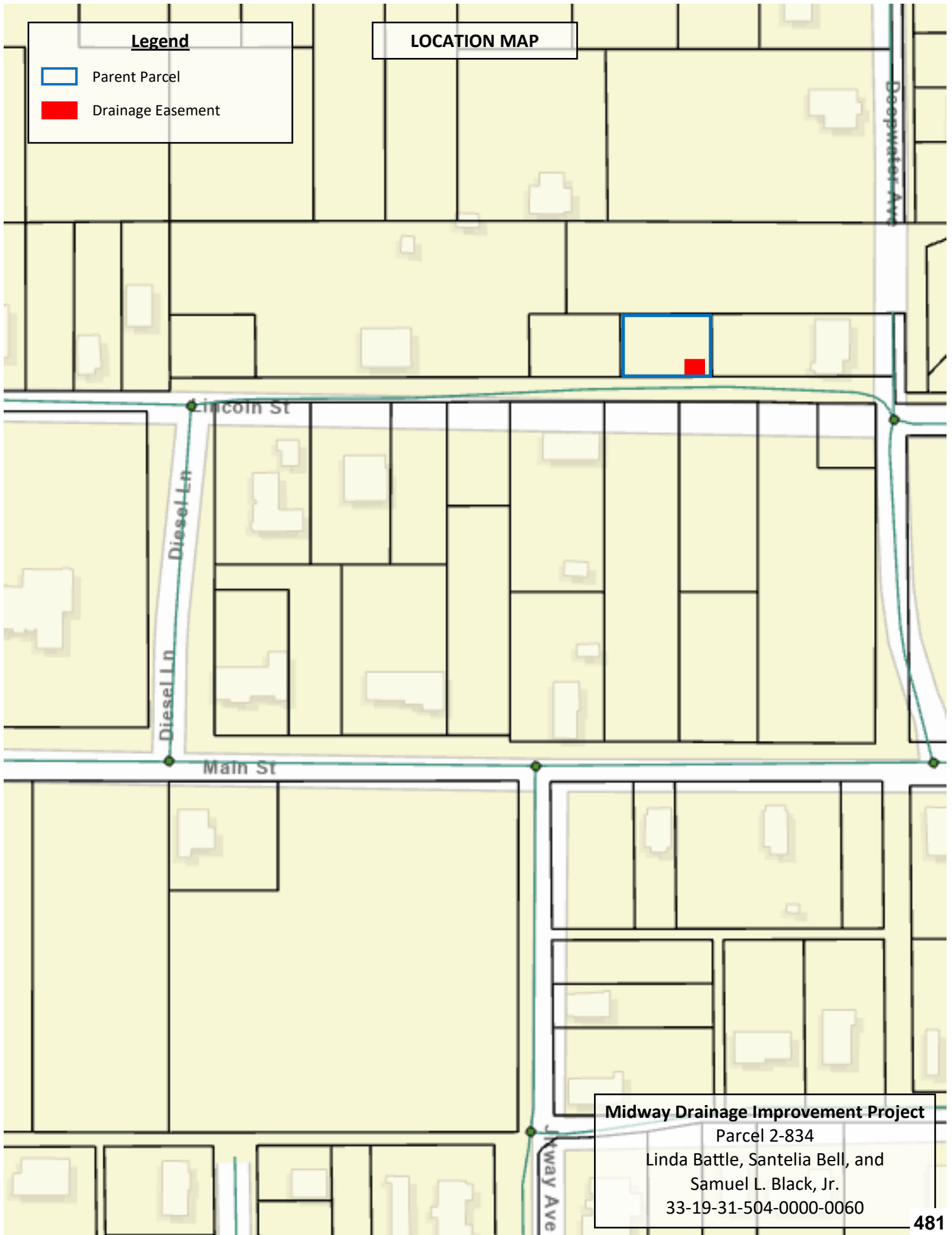
Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 2-834 for a drainage easement necessary for

the Midway Drainage Improvement Project (536± SF) between Linda Battle, Santelia Bell and Samuel L. Black, Jr. and Seminole County for \$8,830.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

**Legend**

-  Parent Parcel
-  Drainage Easement

**LOCATION MAP**



**Midway Drainage Improvement Project**

Parcel 2-834

Linda Battle, Santelia Bell, and  
Samuel L. Black, Jr.

33-19-31-504-0000-0060

**PURCHASE AGREEMENT  
DRAINAGE EASEMENT**

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE   )

**THIS AGREEMENT** is made and entered into by and between LINDA BATTLE, SANTELIA BELL and SAMUEL L. BLACK, JR., whose address 1825 Knox Avenue, Sanford, Florida 32771, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

**WITNESSETH:**

**WHEREAS,** COUNTY requires the property described below for a drainage easement in Seminole County;

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase a drainage easement on the following property upon the following terms and conditions:

**I.     LEGAL DESCRIPTION**

See attached Exhibit A for legal description and sketch (the "Property").

Parcel I. D. Number: 33-19-31-504-0000-0060

**II.    CONVEYANCE AND PURCHASE PRICE**

(a)     OWNER shall sell and convey an easement on the Property for the above referenced project by Drainage Easement, free of liens and encumbrances, to COUNTY for the sum of EIGHT THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$8,830.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b)     COUNTY is responsible for the following closing costs: recording fee for Drainage Easement, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.



(c) OWNER is responsible for OWNER's own attorney's fees and costs, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, if any, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance. OWNER shall defend COUNTY against any claims for such commissions and pay any valid claims made by any such broker.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Drainage Easement described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2023).

### III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments existing upon the Property, other than those improvements included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a drainage easement.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2023), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) In the event that difficulties arise as to clearing title sufficient to complete a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment that is acceptable to COUNTY, this Agreement will survive the filing of any eminent domain action by COUNTY and will serve as a joint stipulation regarding all issues of valuation, attorney fees (except for apportionment proceedings, if any), costs and expert fees in any condemnation proceeding initiated by COUNTY relating to the Property. In accordance with any request made by COUNTY, OWNER shall execute any and all instruments, pleadings, documents, and agreements upon litigation reflecting the full settlement as set forth in this Agreement. OWNER shall not oppose COUNTY's condemnation proceedings in any way. OWNER, however, may assert OWNER's rights against other claimants in apportionment proceedings.

(j) OWNER shall indemnify and save COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected to OWNER's representations or performance under this Agreement or in any act or omission by OWNER in any manner related to this Agreement.

(k) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(l) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.

(m) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations, and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(n) This Agreement is not assignable.

(o) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.

(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:

Samuel Byrd  
Signature

Samuel Byrd  
Print Name

LaShelle Guy  
Signature

LaShelle Guy  
Print Name

GRANTOR:

Linda Battle  
LINDA BATTLE

10-11-2024  
Date



WITNESSES:

Samuel Byrd  
Signature

Samuel Byrd  
Print Name

Patsy Guy  
Signature

Patsy Guy  
Print Name

GRANTOR:

Santelia Bell  
SANTELIA BELL

10 / 11 / 2024  
Date

Road Project: Midway Drainage Improvement Project - Parcel 834  
Parcel Address: Lincoln Street, Sanford, Florida 32771  
Owner Name: Linda Battle, Santelia Bell and Samuel L. Black, Jr.

WITNESSES:

Samuel Byrd  
Signature

Darrell Byrd  
Print Name

Lashelle Guy  
Signature

Lashelle Guy  
Print Name

GRANTOR:

Samuel L. Black, Jr.  
SAMUEL L. BLACK, JR.  
10/11/24  
Date

*[Balance of this page intentionally blank; signatory page continues on Page 6]*



Road Project: Midway Drainage Improvement Project - Parcel 834  
Parcel Address: Lincoln Street, Sanford, Florida 32771  
Owner Name: Linda Battle, Santelia Bell and Samuel L. Black, Jr.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachment:  
Exhibit A – Legal Description and Sketch



DGS/sfa  
06/28/2024  
T:\Users\Legal Secretary CSB\Public Works\ Acquisitions\2023\Midway Drainage Improvement Project\Battle, Bell & Black\Purchase Agreement – (Battle, Bell & Black) rev1.docx

EXHIBIT "A"

Legal Description

That portion of the Lot 6 of the Plat of Morgan's Addition to Canaan as recorded in Plat Book 8 page 4 of the Public Records of Seminole County lying in Section 33, Township 19 South, Range 31 East, Florida further described as follows:

Commencing at the Southwest corner of Lot 6 of the Plat of Morgan's Addition to Canaan as recorded in Plat Book 8, page 4 of the Public Records of Seminole County, Florida; thence along the South line of said Lot 6, N.89°53'12"E., a distance of 50.30 feet, to the Point of Beginning; thence N.00°06'48"W., a distance of 21.39 feet; thence N.90°00'00"E., a distance of 25.07 feet; thence S.00°06'48"E., a distance of 21.34 feet to the South line of said Lot 6; thence along said south line, S.89°53'12"W., a distance of 25.07 feet to the Point of Beginning.

Said parcel contains 536.00 square feet more or less.

The parcel may be subject to easements, covenants, or restrictions of record if any.

Sheet 1 of 2

Revised 1/8/2024

P834 33-19-31-504-0000-0060 Revised 11/16/2023



# SKETCH OF DESCRIPTION

Scale 1" = 50'

## LINE TABLE:

L-1 N.89°53'12"E., 50.30'  
L-2 N.00°06'48"W. 21.39'  
L-3 N.90°00'00"E. 25.07'  
L-4 S.00°06'48"E. 21.34'  
L-5 S.89°53'12"W. 25.07'

UNPLATTED

UNPLATTED

LOT 5

33-19-31-504-0000-0060

LOT 6

L-3

MORGAN'S ADD TO CANAAN

PLAT BOOK 8, PAGE 4

LOT 7

L-1

L-2

L-5

(834)

L-4

P.O.C.

SW CORNER LOT 6

P.O.B.

SOUTH LINE OF PLAT OF MORGAN'S  
ADD TO CANAAN PB 8 PAGE 4

LINCOLN STREET

25' PLATTED RIGHT OF WAY

## LEGEND:

M.O.=MONUMENTED AND OCCUPIED  
ORB=OFFICIAL RECORDS BOOK  
P.O.B.=POINT OF BEGINNING  
P.O.C.=POINT OF COMMENCEMENT

## SEMINOLE COUNTY

SURVEY SECTION OF ROADS-STORMWATER DIVISION  
PUBLIC WORKS DEPARTMENT  
149 BUSH LOOP BLVD. SANFORD, FLORIDA 32773  
407-665-5647

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL  
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY:

RAYMOND F. PHILLIPS P.S.M. FL. LICENSE

STATE OF  
FLORIDA

FULL NAME: n/c

DATE: 04/20/2023

PROJECT NAME: MIDWAY DRAINAGE

## SURVEYOR'S NOTES

1. BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF CELERY AVENUE WHICH IS ASSUMED TO BEAR S.89°35'37"W.
  2. THIS IS NOT A SURVEY
  3. UNDERGROUND UTILITIES AND OR IMPROVEMENTS ARE NOT LOCATED.
- SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON,  
THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO  
EASEMENTS AND RESRICTIONS OF RECORD IF ANY.

SHEET 2 OF 2

SCALE: 1"=50'

DRAWN BY: RFP

CHECKED BY: RP

T:\Survey\R. Phillips\Midway Drainage\basemap2.dwg



# SEMINOLE COUNTY, FLORIDA

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

## Agenda Memorandum

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**File Number: 2024-1472**

---

### **Title:**

Approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1 for additional right-of-way for a corner clip for the Lake Mary Boulevard Turn Lane Project (50± SF) between GCS Multi LLC and Seminole County for \$4,370.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel. District4 - Lockhart  
**(Jean Jreij, P.E., Public Works Director)**

### **Division:**

Public Works - Engineering

### **Authorized By:**

Jean Jreij, P.E., Public Works Director

### **Contact/Phone Number:**

Neil Newton/407-655-5711

### **Background:**

This parcel (No. 1) has been identified as being needed for additional right-of-way necessary for the Lake Mary Boulevard Turn Lane Project. The owner (GCS Multi LLC / Tax ID No. 9-20-30-509-0000-0020) of the property located on the northeast corner of Lake Mary Boulevard and Country Club Road has agreed to sell and convey this additional right-of-way to Seminole County for the sum of \$4,370.00, inclusive of all fees and costs.



The parent property is improved with a convenience store currently occupied by 7-Eleven and consists of 1.01± acres of land. The County's valuation of this acquisition is \$1,200.00, a portion of which includes the cost to cure to make the owner whole. The County's incentivized offer amount was \$2,370.00. After negotiation with the owner, a settlement was reached at \$4,370.00, inclusive of all fees and costs.

### **Requested Action:**

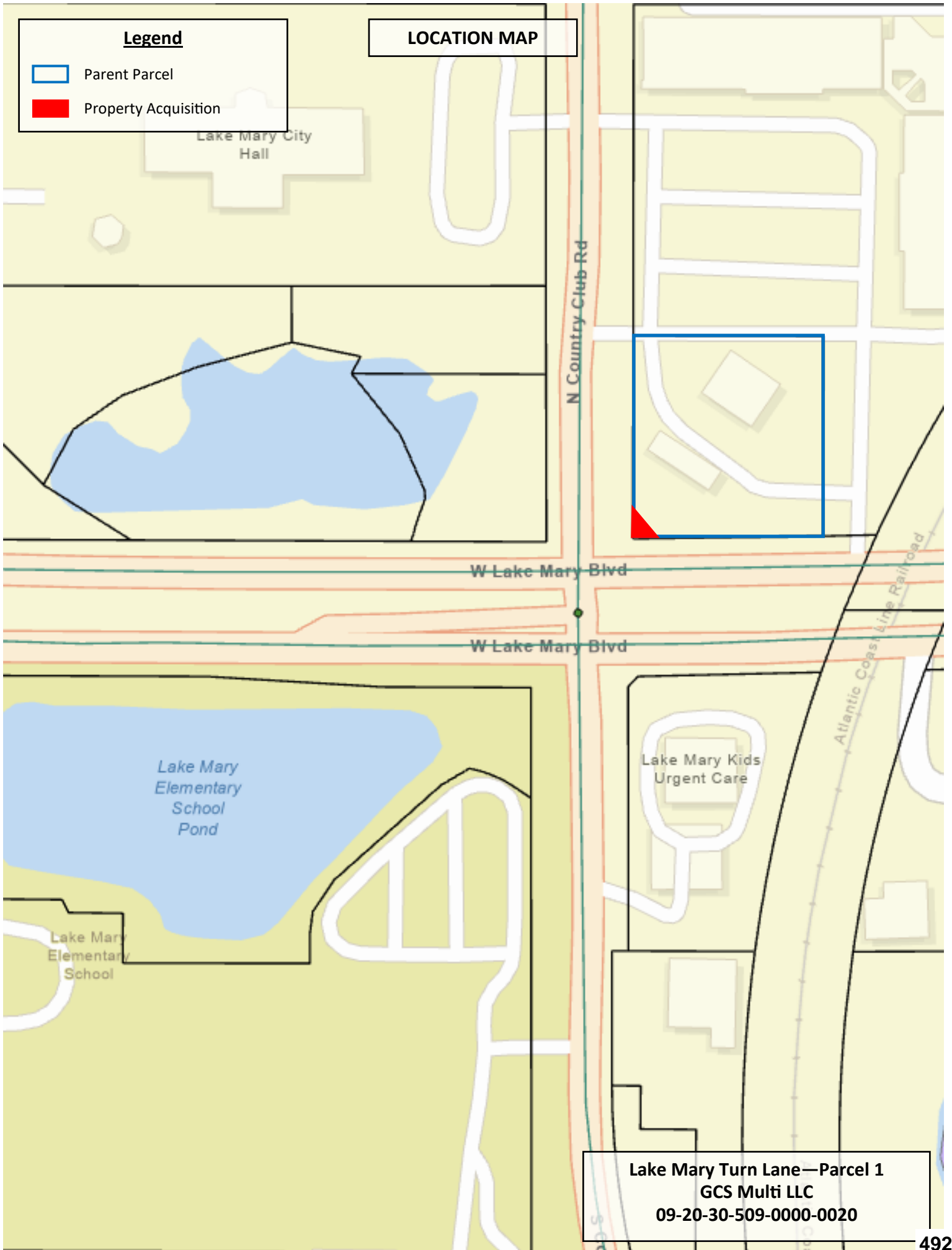


Staff requests the Board approve and authorize the Chairman to execute a Purchase Agreement related to Project Parcel No. 1 for additional right-of-way for a corner clip for the Lake Mary Boulevard Turn Lane Project (50± SF) between GCS Multi LLC and Seminole County for \$4,370.00, as full settlement and any other claim for compensation from which Seminole County might be obligated to pay relating to the parcel.

**Legend**

-  Parent Parcel
-  Property Acquisition

**LOCATION MAP**



Lake Mary Turn Lane—Parcel 1  
GCS Multi LLC  
09-20-30-509-0000-0020

**PURCHASE AGREEMENT**

Fee Simple

STATE OF FLORIDA            )  
COUNTY OF SEMINOLE    )

**THIS AGREEMENT** is made and entered into by and between GCS MULTI LLC, a Delaware limited liability company, whose address is c/o LCN Capital Partners, 888 7<sup>th</sup> Ave, 4<sup>th</sup> Floor, New York, NY 10019, Attention: Joshua Leventhal, in this Agreement referred to as "OWNER," and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

**WITNESSETH:**

**WHEREAS,** COUNTY requires the property described below for a road project in Seminole County;

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions contained in this Agreement, OWNER agrees to sell and COUNTY agrees to purchase the following property upon the following terms and conditions:

**I.       LEGAL DESCRIPTION**

See attached Exhibit "A" for legal description and sketch (the "Property")

Parcel I. D. Number: 09-20-30-509-0000-0020

**II.       CONVEYANCE AND PURCHASE PRICE**

(a)       OWNER shall sell and convey the Property for the above referenced project by Special Warranty Deed, free of liens and encumbrances, to COUNTY for the sum of FOUR THOUSAND THREE HUNDRED SEVENTY AND NO/100 DOLLARS (\$4,370.00). This amount includes all compensation due as a result of this acquisition to OWNER for any reason and for any account whatsoever, including all damages, compensation, attorney fees, expert fees, and other costs of any nature whatsoever, and for any other claim or account whatsoever that are due to OWNER as a result of this acquisition.

(b)       COUNTY is responsible for the following closing costs: recording fee for Special Warranty Deed, title search fee, premium for the title insurance policy issued to COUNTY by a title insurance company of COUNTY's choice and cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(c) OWNER is responsible for OWNER's own attorney's fees and costs for this transaction, if any, not included in Item II.(a) above and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. COUNTY's closing agent will withhold these costs and pro-rata real estate taxes for which OWNER is responsible, if any, from the proceeds of this sale and pay them to the proper authority on behalf of OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker for this conveyance as a result of any solicitation by OWNER.

(e) OWNER and COUNTY stipulate this purchase is being made under the threat of condemnation and therefore the conveyance and Special Warranty Deed described in Item II.(a) above is not subject to documentary stamps taxes pursuant to Rules 12B-4.014(13) and 12B-4.013(4), Florida Administrative Code (2022).

### III. CONDITIONS

(a) COUNTY shall pay to OWNER the sum as described in Item II.(a), above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. COUNTY shall determine a closing date within a reasonable time after all pre-closing conditions under this Agreement have been completed. OWNER agrees to close within seven (7) days of notice by COUNTY or COUNTY's closing agent that a closing is ready to occur.

(b) Subject to Item III(c) below, OWNER shall vacate and surrender possession of the Property upon the date of delivery of the instruments and closing of this Agreement.

(c) Any and all encroachments of OWNER existing upon the Property, other than preexisting improvements, if any, which are included in the purchase price, must be removed by OWNER at the expense of OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Property that are not readily observable by COUNTY or that have not been disclosed to COUNTY.

(e) The instrument of conveyance to be utilized at closing must include the covenant of further assurances, in addition to containing all other common law covenants through the use of a special warranty deed.

(f) If OWNER owns the Property to be conveyed in any representative capacity, OWNER shall fully comply with the disclosure and other requirements of Section 286.23, Florida Statutes (2022), as this statute provides on the effective date of this Agreement and to the extent this statute is applicable.

(g) Upon forty-eight (48) hours' notice to OWNER, COUNTY has the right, prior to closing: (1) to perform any and all environmental studies and tests to determine the existence of

environmental or hazardous contamination on the Property, in its soil or in the underlying water table or (2) to enter upon the Property with COUNTY's employees, contractors and other personnel to inspect and conduct testing upon the Property. If COUNTY determines, either through these studies, testing or other means that the Property contains any hazardous waste or materials or environmental contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site, COUNTY may elect to cancel this Agreement and, if this Agreement is thus canceled, have all sums paid under it by COUNTY to OWNER, if any, returned to COUNTY.

(h) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement will be null and void.

(i) If COUNTY terminates this Agreement for any reason, COUNTY shall repair any damage it causes to the Property through the above-referenced studies, tests, inspections, or otherwise.

(j) COUNTY is solely responsible for all of COUNTY's activities conducted on the Property. OWNER is not to be considered an agent or employee of COUNTY for any reason whatsoever on account of this Agreement.

(k) OWNER states that OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(l) This Agreement contains the entire agreement between OWNER and COUNTY and all other representations, negotiations and agreements, written and oral, with respect to the subject matter of this Agreement are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by an instrument in writing executed by all parties to this Agreement.

(m) This Agreement is not assignable.

(n) This Agreement will be construed by and controlled under the laws of the State of Florida. The sole venue for any legal action in connection with this Agreement is the Eighteenth Judicial Circuit Court in Seminole County.


(o) With respect to the Property and all areas immediately adjacent to the Property on the Property, COUNTY shall construct its improvements in substantial conformity with the Construction Plans for the Lake Mary Turn Lane Project CIP No. 01785134, a copy of which is attached to and incorporated in this Agreement by reference as Exhibit "B" (the "Plans"). If COUNTY changes the use of the Property to be in non-conformity with the Plans or if COUNTY otherwise does not substantially comply with the Plans, then OWNER will have the same remedies as would have been afforded to OWNER had the case been resolved by verdict with the Plans having been made a part of the record at trial. *Central & Southern Florida Flood Control District v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974); cert. denied 310 So.2d 745 (Fla. 1975) (when plans and specification

for construction of a public project are in evidence, the condemnor is bound by them and the issues as to damages are framed by them).

(p) The effective date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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

WITNESSES:


  
Signature

Anil Mahesh  
Print Name

  
Signature


Teresa Lau  
Print Name

GCS MULTI, LLC

By: 

Joshua Leventhal  
Print Name

Its: Secretary

 9/12/24  
Date

*[Balance of this page intentionally blank; signatory page continues on Page 5]*

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2024, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachment:  
Exhibit "A" – Legal Description and Sketch  
Exhibit "B" – Construction Plans





# SCHEDULE "A"

# Exhibit "A"

## DESCRIPTION:

A portion of Lot 2, The Shoppes at Lake Mary according to the plat thereof recorded in Plat Book 31, Page 69, Public Records of Seminole County, Florida, being more particularly described as follows:


Begin at the intersection of the North right of way line of Lake Mary Boulevard per Seminole County, Florida Engineering Department right of way Map Book 3, Page 88 for Lake Mary Boulevard, dated 09/13/93 and the East right of way line of North Country Club Road per Official Records Book 1613, Page 1823, Public Records of Seminole County, Florida; thence North 00°03'13" West, a distance of 10.01 feet along the East right of way line of said North Country Club Road; thence departing said East right of way line South 44°56'38" East, a distance of 14.18 feet to a point on the North right of way line of said Lake Mary Boulevard; thence North 89°49'27" West, a distance of 10.01 feet along said North right of way line to the POINT OF BEGINNING.

Containing 50 square feet, more or less.

## SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the North right of way line of Lake Mary Boulevard per Seminole County Engineering Department right of way Map Book 3, Page 88, dated September 13, 1993 being North 89°49'27" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

NOT VALID WITHOUT SHEETS 1-2

|                                 |   |                    |   |  |
|---------------------------------|---|--------------------|---|--|
| <b>DESCRIPTION</b>              | Date: 03/08/2021 KR   |                    | Certification Number LB2108 64273002  |  |
| FOR<br>METRIC ENGINEERING, INC. | Job Number:<br>34273  | Scale:<br>1" = 20' |  <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION<br/>6500 All American Boulevard<br/>Orlando, Florida 32810-4350<br/>(407) 292-8580<br/>e-mail: info@southeasternsurveying.com</p> <p><i>James M. Dunn II</i><br/>JAMES M. DUNN II, PSM<br/>Registered Land Surveyor Number 4235</p> |  |
|                                 | Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that<br><b>THIS IS NOT A SURVEY.</b> |                    |   |  |
|                                 | SHEET 1 OF 2<br>SEE SHEET 2 FOR SKETCH  |                    |   |  |



# SKETCH OF DESCRIPTION



## NORTH COUNTRY CLUB ROAD

RIGHT OF WAY VARIES PER SEMINOLE COUNTY ENGINEERING  
DEPARTMENT RIGHT OF WAY MAP BOOK 3, PAGE 88 FOR LAKE  
MARY BOULEVARD DATED JANUARY 29, 1993 AND OFFICIAL  
RECORDS BOOK 1613, PAGE 1823

EAST RIGHT OF WAY LINE PER OFFICIAL  
RECORDS BOOK 1613, PAGE 1823

LOT 2,  
THE SHOPPES AT LAKE MARY,  
PLAT BOOK 31, PAGE 69

NORTH RIGHT OF WAY LINE PER SEMINOLE COUNTY, FLORIDA  
RIGHT OF WAY MAP BOOK 3, PAGE 88, DATED 09/13/93

### POINT OF BEGINNING

INTERSECTION OF THE NORTH RIGHT  
OF WAY LINE OF LAKE MARY  
BOULEVARD PER SEMINOLE COUNTY,  
FLORIDA RIGHT OF WAY MAP BOOK 3,  
PAGE 88, DATED 09/13/93 AND THE  
EAST RIGHT OF WAY LINE OF NORTH  
COUNTRY CLUB ROAD PER OFFICIAL  
RECORDS BOOK 1613, PAGE 1823

## LAKE MARY BOULEVARD

140.00' RIGHT OF WAY PER SEMINOLE COUNTY ENGINEERING DEPARTMENT  
RIGHT OF WAY MAP BOOK 3, PAGE 88 FOR LAKE MARY BOULEVARD  
DATED JANUARY 29, 1993

LEGEND :

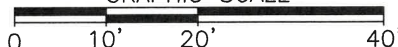
L1 = LINE NUMBER

### LINE TABLE

| LINE # | BEARING     | LENGTH |
|--------|-------------|--------|
| L1     | N00°03'13"W | 10.01' |
| L2     | S44°56'38"E | 14.18' |
| L3     | N89°49'27"W | 10.01' |



1" = 20'  
GRAPHIC SCALE



THIS IS NOT A SURVEY.

NOT VALID WITHOUT SHEETS 1 THROUGH 2

SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407) 292-8580

Certification Number LB2108

e-mail: info@southeasternsurveying.com

Drawing No. 64273002

Job No. 34273

Date: 03/08/2021

SHEET 2 OF 2

See Sheet 1 for Description

CONTRACT PLANS COMPONENTS  
ROADWAY PLANS  
SIGNING AND PAVEMENT MARKING PLANS  
SIGNALIZATION PLANS

INDEX OF ROADWAY PLANS

| SHEET NO.   | SHEET DESCRIPTION               |
|-------------|---------------------------------|
| 1           | KEY SHEET                       |
| 2           | SUMMARY OF PAY ITEMS            |
| 3-6         | TYPICAL SECTION                 |
| 7           | GENERAL / TRAFFIC CONTROL NOTES |
| 8-11        | PLAN SHEETS                     |
| 12-15       | DRAINAGE STRUCTURES             |
| 16-30       | CROSS SECTIONS                  |
| 31-34       | UTILITY ADJUSTMENT SHEETS       |
| 50-1-50-8   | SUMMARY OF QUANTITIES           |
| CTL-1-CTL-4 | SURVEY CONTROL                  |

GOVERNING STANDARD PLANS:  
Florida Department of Transportation, FY2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).  
Standard Plans for Road and Bridge Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>  
APPLICABLE IRs: N/A

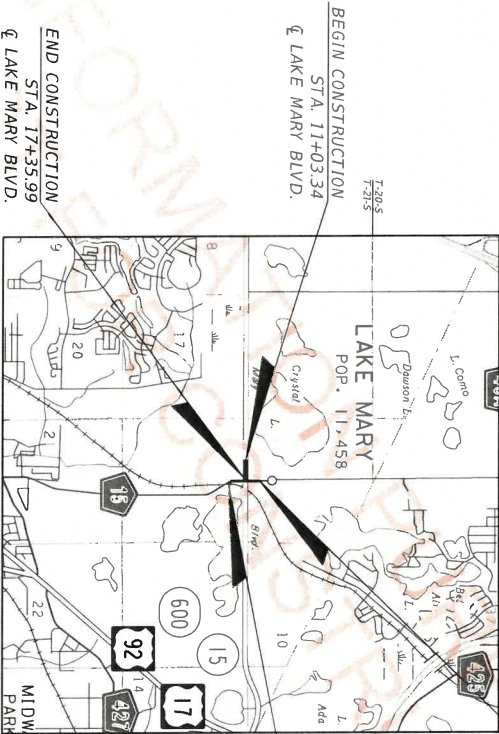
GOVERNING STANDARD SPECIFICATIONS:  
Florida Department of Transportation, Jan 2021 Standard Specifications for Road and Bridge Construction at the following website:  
<http://www.fdot.gov/programmanagement/implemented/SpecBooks>

SEMINOLE COUNTY, FLORIDA  
ENGINEERING DIVISION  
**Exhibit "B"**

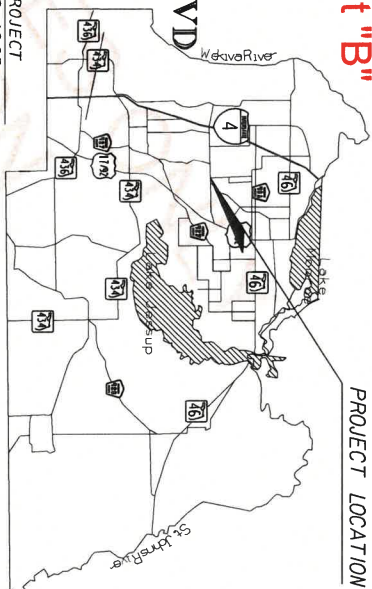
**CONTRACT PLANS**

**COUNTRY CLUB RD AT LAKE MARY BLVD  
INTERSECTION IMPROVEMENTS**

CIP NO. 01785144



END PROJECT  
STA. 63+46.95  
COUNTRY CLUB RD.



**BOARD OF COUNTY OF COMMISSIONERS**

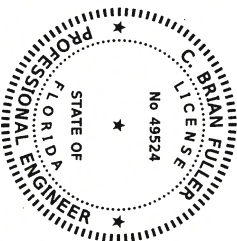
- DISTRICT 1  
BOB DALLARI  
DISTRICT 2  
JAY ZEMBOWER  
DISTRICT 3  
LEE CONSTANTINE  
DISTRICT 4  
AMY LOCKHART  
DISTRICT 5  
BRENDA CAREY

DIRECTOR OF PUBLIC WORKS:  
JEAN JREIJ, P.E.

ROADWAY PLANS  
ENGINEER OF RECORD:

C. BRIAN FULLER, P.E.  
P.E. NO.: 49524  
METRIC ENGINEERING INC  
525 TECHNOLOGY PARK #153  
LAKE MARY, FL 32746  
VENDOR NO.: F-59-1685550

SEMINOLE COUNTY  
PROJECT MANAGER:  
DAVID W. MARTIN, PE



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DOCUMENTS.  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARKWAY, SUITE 153  
LAKE MARY, FLORIDA 32746  
TEL (407) 644-1898  
FAX (407) 644-2376  
CERTIFICATE OF AUTHORIZATION 2294

AutoCAD

3/29/2022

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\\sawyer\mfr\eng\com\proj\001\PROJECT\SEMINOLE COUNTY\U

| SUMMARY OF ROADWAY |   |      |                |
|--------------------|---|------|----------------|
| ITEM NUMBER        | ITEM DESCRIPTION  | UNIT | QUANTITY TOTAL |
| 101 1              | MOBILIZATION  | LS   | 1              |
| 102 1              | MAINTENANCE OF TRAFFIC                                      | LS   | 1              |
| 104 10 3           | SEDIMENT BARRIER  | EA   | 1,425          |
| 104 18             | INLET PROTECTION SYSTEM                                     | EA   | 14             |
| 107 1              | LITTER REMOVAL AND DISPOSAL                                 | AC   | 1.49           |
| 107 2              | MOWING  | AC   | 0.80           |
| 110 1 1            | CLEARING AND GROOMING                                       | LS   | 1              |
| 110 4 10           | REMOVAL OF EXISTING CONCRETE                                | SV   | 1181           |
| 120 1              | REGULAR EXCAVATION  | CV   | 1,417          |
| 120 6              | EMBANKMENT  | CV   | 38             |
| 125 709            | TYPE B STABILIZATION  | SV   | 2,448          |
| 332 70 1           | APPLYING EXIST ASPH PAVT. 1" AVG DEPTH                      | SV   | 1,917          |
| 332 1 13           | 16" ST STRUCTURAL COURSE, (TRAFFIC C) (12")                 | SV   | 8,700          |
| 337 1 82           | FRICITION COURSE, (TRAFFIC C) (16" 16-22) (1")              | TN   | 180.5          |
| 425 1 341          | INLETS CURB, TYPE A, <10'                                   | EA   | 584.6          |
| 425 1 351          | INLETS CURB, TYPE B, <10'                                   | EA   | 1              |
| 425 1 361          | INLETS CURB, TYPE B, <10'                                   | EA   | 2              |
| 425 1 521          | INLETS, D7 90', TYPE C, <10'                                | EA   | 2              |
| 425 2 61           | MANHOLES, P. 8, <10'  | EA   | 2              |
| 425 4              | INLETS, 30 INCH   | EA   | 1              |
| 430 175 115        | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/C/D           | LF   | 78             |
| 430 175 118        | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/C/D           | LF   | 66             |
| 430 175 218        | PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18" S/C/D | LF   | 249            |
| 430 175 224        | PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 24" S/C/D | LF   | 29             |
| 133                | PIPE HANDRAIL - GUDBRAIL, ALUMINUM                          | LF   | 132            |
| 520 1 10           | CONCRETE CURB AND GUTTER, TYPE F                            | LF   | 1,955          |
| 520 2 1            | CONCRETE CURB TYPE A  | LF   | 1,014          |
| 520 2 2            | CONCRETE CURB TYPE B  | LF   | 144            |
| 520 3              | VALLEY GUTTER - CONCRETE                                    | LF   | 144            |
| 522 1              | SIDEWALK CONCRETE, 4" THICK                                 | SV   | 557            |
| 522 2              | SIDEWALK CONCRETE, 6" THICK                                 | SV   | 229            |
| 527 2              | DETECTABLE WARNING  | SV   | 146            |
| 570 1 2            | PERFORMANCE TURF, SOD                                       | SV   | 1,627          |

SEE SHEET SQ-1 FOR PAY ITEM NOTES

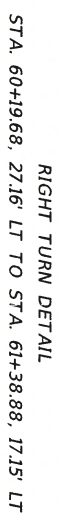
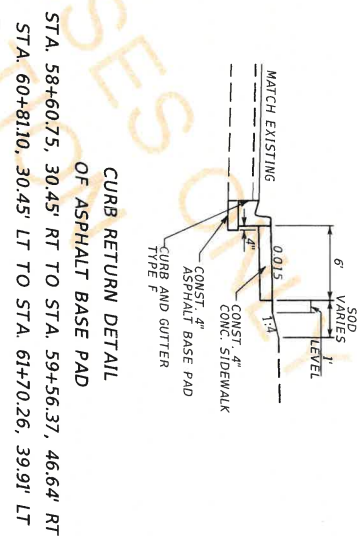
| REVISIONS |  | DESCRIPTION  |                      |
|-----------|--|--|----------------------|
| DATE      |  | DESCRIPTION  |                      |
|           |  | C. BRIAN FULLER, P.E.<br>P.E. LICENSE NUMBER 49524<br>METRIC ENGINEERING, INC.<br>525 TECHNOLOGY PARK, SUITE 153<br>LAKE MARY, FLORIDA 32746 |                      |
|           |  | SEMINOLE COUNTY ENGINEERING DIVISION   | SUMMARY OF PAY ITEMS |
|           |  | PROJECT NAME   |                      |
|           |  | COUNTRY CLUB ROAD  | SHEET NO.<br>2       |
|           |  | PROJECT ID<br>01785144   |                      |

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**WIDENING**

OPTIONAL BASE GROUP 9 (TYPE B-12.5 ONLY)  
TYPE 6 COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")  
AND FRICTION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

**DRIVEWAY WIDENING**

OPTIONAL BASE GROUP 9 (TYPE B-12.5 ONLY)  
OPTIONAL BASE GROUP 8 (TRAFFIC C) (FC-9.5) (PG 76-22) (1")  
AND FRICTION COURSE (TRAFFIC C) (FC-9.5) (PG 76-22) (1")

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



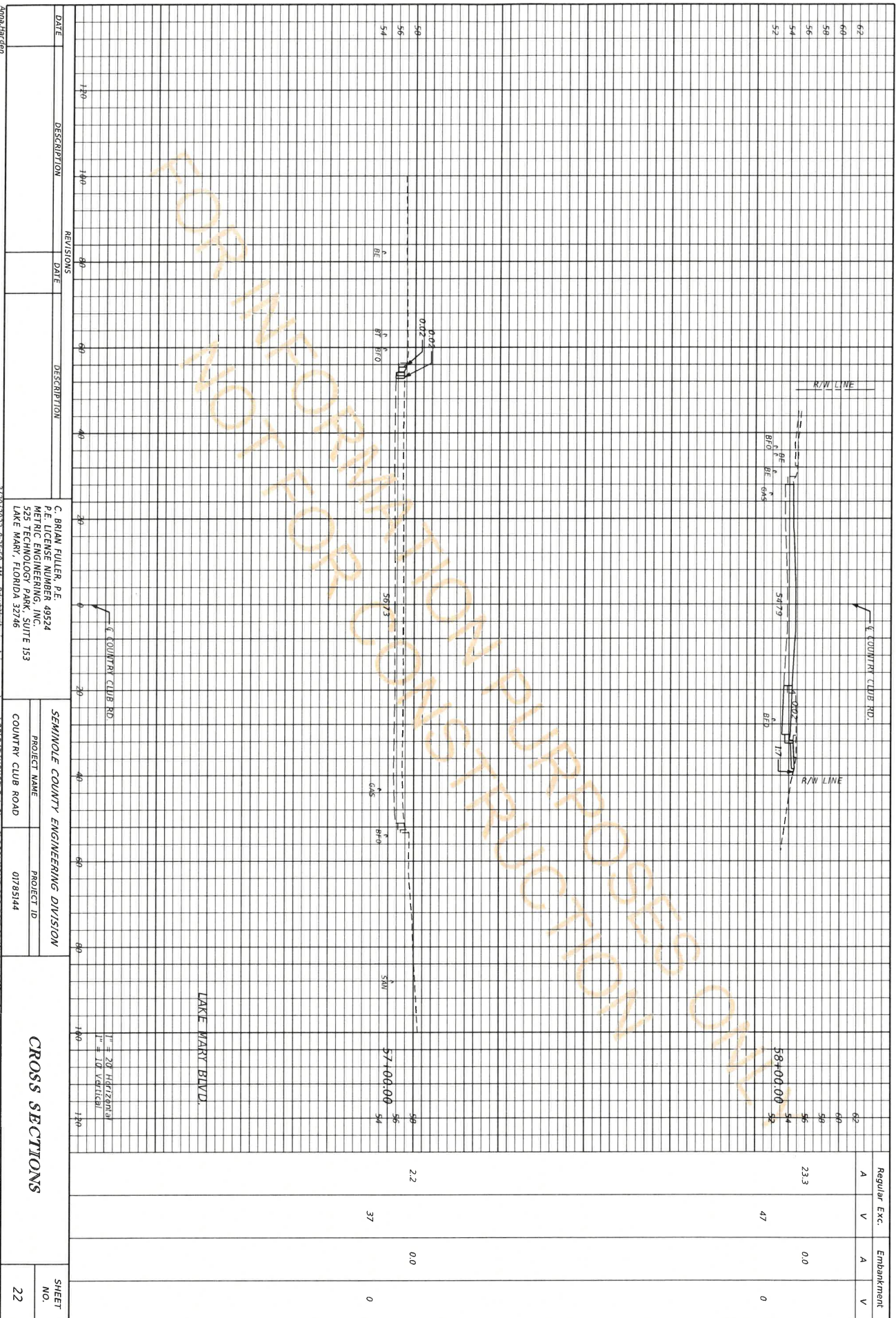
## TEMPORARY TRAFFIC CONTROL NOTES

- | REVISIONS  |             | DATE       | DESCRIPTION | DATE | DESCRIPTION |
|--|-------------|------------|-------------|------|-------------|
| DATE   | DESCRIPTION |            |             |      |             |
|  |             |            |             |      |             |
|  |             |            |             |      |             |
| C. BRIAN FULLER, P.E.<br>P.E. LICENSE NUMBER 49524<br>METRIC ENGINEERING, INC.<br>525 TECHNOLOGY PARK, SUITE 133<br>LAKE MARY, FLORIDA 32746 |             |            |             |      |             |
| SEMIHOLE COUNTY ENGINEERING DIVISION   |             |            |             |      |             |
| PROJECT NAME   |             | PROJECT ID |             |      |             |
| COUNTRY CLUB ROAD  |             | 01785144   |             |      |             |
| GENERAL / TRAFFIC CONTROL NOTES  |             |            |             |      |             |
| 7  |             |            |             |      |             |





















ALL ITEMS NECESSARY FOR TRAFFIC CONTROL NOT SPECIFICALLY INCLUDED IN THE SUMMARY OF PAY ITEMS ARE INCIDENTAL TO THE COST OF THIS PAY ITEM. THESE INCLUDE: PLACING, STAMPING, OFF-DUTY TEMPORARY POLICE OFFICERS AS NEEDED, ALL NECESSARY DETOUR PLANS, BARRIERS, FLAGMEN, STANDARD SPECIFICATIONS, PAVENT AND TEMPORARY PAVENT MARKINGS, ETC. IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS. STANDARD PLANS 102 SERIES & NOTED LATEST PUBLISHED EDITION, ALSO INCLUDED IN THE COST OF THE MAINTENANCE OF TRAFFIC PLAN, SIGNED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA. THE CONTRACTOR SHALL MAINTAIN VEHICULAR ACCESS TO RESIDENCES, BUSINESSES AND SCHOOLS AT ALL TIMES. INCLUDES TEMPORARY PAINT PAVENT MARKINGS INSTALLATION DURING ASPHALT CURE PERIOD.

THE REMOVAL AND DISPOSAL OF ALL OBSTRUCTIONS, VEGETATION, DEBRIS, FEES, ASPHALT, TREE RELOCATION, TRIMMING OF TREES AND SHRUBS AS NECESSARY AND ALL OTHER ITEMS REQUIRED TO COMPLETION OF THE PROJECT ARE INCIDENTAL TO THE COST OF THIS PAY ITEM. THE ADJUSTMENT OF THE EXISTING VALVE BOXES AND SEWERS TOPS NOT SPECIFICALLY INCLUDED IN THE SUMMARY OF PAY ITEMS, RELOCATION OF EXISTING IRRIGATION HEADS AND LINES THAT IN CONFLICT WITH THE CONSTRUCTION ARE ALSO INCIDENTAL TO THE COST OF THIS PAY ITEM. CONTRACTOR TO COORDINATE LOCATION OF IRRIGATION SYSTEM WITH THE PROPERTY OWNER AND THE COUNTY. VALVEBOX RELOCATION IS ALSO INCIDENTAL TO THE COST OF THIS PAY ITEM. NO TREES ARE TO BE REMOVED WITHOUT APPROVAL FROM THE COUNTY.

INCLUDES THE COST OF MONOLITHIC CAST CURB AND THICKENED EDGE.

[illegible]

| SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES |      |            |                     |   |                               |   |   |    |                 |                         |
|---|------|------------|---------------------|---|-------------------------------|---|---|----|-----------------|-------------------------|
| LOCATION<br><br>STA. TO STA.                    | SIDE | AREA<br>ID | SEDIMENT<br>BARRIER |   | INLET<br>PROTECTION<br>SYSTEM |   |   |    | DESIGN<br>NOTES | CONSTRUCTION<br>REMARKS |
|   |      |            | LF                  | 3 | EA                            | F |   |    |                 |                         |
|   |      |            |                     |   |                               |   | P | F  |                 |                         |
| 46+72.45  | LT.  |            |                     |   |                               |   |   |    |                 |                         |
| 49+22.81  | LT.  |            |                     |   |                               |   |   |    |                 |                         |
| 51+02.95 TO 52+23.25                            | LT.  |            | 144.0               |   |                               |   |   |    |                 |                         |
| 52+50.05  | LT.  |            |                     |   |                               |   |   |    |                 |                         |
| 53+12.36  | LT.  |            |                     |   |                               |   |   |    |                 |                         |
| 53+02.61 TO 56+21.24                            | LT.  |            | 318.6               |   |                               |   |   |    |                 |                         |
| 57+70.85 TO 58+52.52                            | RT.  |            | 81.7                |   |                               |   |   |    |                 |                         |
| 58+38.92  | RT.  |            |                     |   |                               |   |   |    |                 |                         |
| 58+39.22  | LT.  |            |                     |   |                               |   |   |    |                 |                         |
| 60+11.17 TO 62+01.10                            | LT.  |            | 192.3               |   |                               |   |   |    |                 |                         |
| 60+55.23  | RT.  |            |                     |   |                               |   |   |    |                 |                         |
| 63+30.41  | RT.  |            |                     |   |                               |   |   |    |                 |                         |
| 63+41.50  | LT.  |            |                     |   |                               |   |   |    |                 |                         |
| 10+21.65 TO 16+03.39                            | RT.  |            | 582.0               |   |                               |   |   |    |                 |                         |
| 10+84.41  | RT.  |            |                     |   |                               |   |   |    |                 |                         |
| 13+71.89  | RT.  |            |                     |   |                               |   |   |    |                 |                         |
| 14+95.08  | RT.  |            |                     |   |                               |   |   |    |                 |                         |
| 16+89.72 TO 17+43.03                            | LT.  |            | 53.3                |   |                               |   |   |    |                 |                         |
| 17+00.29 TO 17+53.60                            | RT.  |            | 53.3                |   |                               |   |   |    |                 |                         |
| 17+17.22  | LT.  |            |                     |   |                               |   |   |    |                 |                         |
| 17+25.66  | RT.  |            |                     |   |                               |   |   |    |                 |                         |
| SUB-TOTAL:                                      |      |            | 1425.2              |   |                               |   |   | 14 |                 |                         |
| TOTAL:  |      |            | 1425                |   |                               |   |   | 14 |                 |                         |

| DATE                                 |  | DESCRIPTION |             | REVISIONS         |  |            |  |
|--------------------------------------|--|-------------|-------------|-------------------|--|------------|--|
| DATE                                 | DESCRIPTION  | DATE        | DESCRIPTION |                   |  |            |  |
|                                      | C. BRIAN FULLER, P.E.<br>P.E. LICENSE NUMBER 49524<br>METRIC ENGINEERING, INC.<br>525 TECHNOLOGY PARK, SUITE 153<br>LAKE MARY, FLORIDA 32746 |             |             |                   |  |            |  |
| SEMINOLE COUNTY ENGINEERING DIVISION |  |             |             | PROJECT NAME      |  | PROJECT ID |  |
|                                      |  |             |             | COUNTRY CLUB ROAD |  | 01785144   |  |
| SUMMARY OF QUANTITIES                |  |             |             |                   |  | SHEET NO.  |  |
|                                      |  |             |             |                   |  | SQ-1       |  |



[illegible]

## SUMMARY OF CLEARING AND GRUBBING &amp; REMOVAL ITEMS

| PAY ITEM NO. | PAY ITEM DESCRIPTION         | LOCATION<br>STA. TO STA. | SIDE | AREA<br>ID | UNITS<br>LS/AC | SECONDARY UNITS<br>(IF LUMP SUM) |  | QUANTITY |   | TOTAL |   | DESIGN<br>NOTES                            | CONSTRUCTION<br>REMARKS |
|--------------|------------------------------|--------------------------|------|------------|----------------|----------------------------------|--|----------|---|-------|---|--|-------------------------|
|              |                              |                          |      |            |                | AREA (AC)                        |  | P        | F | P     | F |  |                         |
| 0110 1 1     | CLEARING AND GRUBBING        | 46+67.85 TO 46+83.77     | LT   | 15127      | LS/AC          | 0.002                            |  | 1.000    |   | 1.000 |   | TOTAL = 0.593 AC                           |                         |
|              |                              | 48+66.06 TO 52+08.68     | LT   | 15090      |                | 0.078                            |  |          |   |       |   |  |                         |
|              |                              | 49+41.54 TO 50+64.76     | LT   | 14670      |                | 0.011                            |  |          |   |       |   |  |                         |
|              |                              | 52+09.60 TO 52+94.34     | LT   | 16494      |                | 0.048                            |  |          |   |       |   |  |                         |
|              |                              | 52+76.07 TO 55+74.45     | LT   | 14861      |                | 0.016                            |  |          |   |       |   |  |                         |
|              |                              | 53+01.06 TO 56+15.01     | LT   | 15068      |                | 0.062                            |  |          |   |       |   |  |                         |
|              |                              | 53+65.73 TO 54+27.38     | RT   | 16439      |                | 0.025                            |  |          |   |       |   |  |                         |
|              |                              | 54+19.67 TO 56+32.45     | RT   | 14768      |                | 0.025                            |  |          |   |       |   |  |                         |
|              |                              | 56+39.98 TO 56+45.34     | RT   | 14786      |                | 0.002                            |  |          |   |       |   |  |                         |
|              |                              | 56+74.29 TO 56+96.38     | LT   | 14889      |                | 0.143                            |  |          |   |       |   |  |                         |
|              |                              | 56+88.19 TO 57+00.16     | LT   | 14885      |                | 0.081                            |  |          |   |       |   |  |                         |
|              |                              | 57+50.12 TO 57+55.74     | RT   | 15129      |                | 0.001                            |  |          |   |       |   |  |                         |
|              |                              | 57+64.01 TO 59+35.54     | RT   | 14711      |                | 0.025                            |  |          |   |       |   |  |                         |
|              |                              | 60+03.28 TO 61+54.10     | RT   | 15039      |                | 0.019                            |  |          |   |       |   |  |                         |
|              |                              | 60+21.92 TO 61+42.08     | LT   | 14754      |                | 0.015                            |  |          |   |       |   |  |                         |
|              |                              | 62+20.28 TO 63+42.14     | RT   | 15018      |                | 0.040                            |  |          |   |       |   |  |                         |
| 0110 4 10    | REMOVAL OF EXISTING CONCRETE | 49+41.02 TO 50+68.63     | LT   | 11621      | SY             |                                  |  | 73.1     |   | 1181  |   | EXISTING SIDEWALK                          |                         |
|              |                              | 51+87.48 TO 56+35.94     | LT   | 16862      |                |                                  |  | 356.0    |   |       |   | EXISTING SIDEWALK, VALLEY GUTTER, AND CURB |                         |
|              |                              | 53+45.58 TO 53+80.87     | RT   | 11601      |                |                                  |  | 15.8     |   |       |   | EXISTING CURB                              |                         |
|              |                              | 53+51.36 TO 53+74.41     | RT   | 15999      |                |                                  |  | 13.1     |   |       |   | EXISTING SIDEWALK                          |                         |
|              |                              | 53+83.22 TO 54+06.90     | RT   | 16628      |                |                                  |  | 3.8      |   |       |   | EXISTING CURB                              |                         |
|              |                              | 53+89.89 TO 53+99.83     | RT   | 16407      |                |                                  |  | 1.7      |   |       |   | EXISTING CURB                              |                         |
|              |                              | 53+51.64 TO 56+47.64     | RT   | 16564      |                |                                  |  | 138.2    |   |       |   | EXISTING SIDEWALK, VALLEY GUTTER, AND CURB |                         |
|              |                              | 56+76.16 TO 57+09.80     | LT   | 16045      |                |                                  |  | 72.6     |   |       |   | EXISTING CURB                              |                         |
|              |                              | 57+52.19 TO 57+59.30     | LT   | 15706      |                |                                  |  | 56.8     |   |       |   | EXISTING SIDEWALK AND CURB                 |                         |
|              |                              | 57+51.52 TO 59+54.22     | RT   | 15451      |                |                                  |  | 160.9    |   |       |   | EXISTING SIDEWALK AND CURB                 |                         |
|              |                              | 59+49.31 TO 61+78.40     | RT   | 15386      |                |                                  |  | 133.2    |   |       |   | EXISTING SIDEWALK AND CURB                 |                         |
|              |                              | 60+19.68 TO 60+76.14     | LT   | 15642      |                |                                  |  | 12.5     |   |       |   | EXISTING CURB                              |                         |
|              |                              | 60+32.50 TO 61+07.51     | LT   | 11508      |                |                                  |  | 49.6     |   |       |   | EXISTING SIDEWALK                          |                         |
|              |                              | 62+16.21 TO 63+46.90     | RT   | 15563      |                |                                  |  | 93.7     |   |       |   | EXISTING SIDEWALK AND CURB                 |                         |

## SUMMARY OF EARTHWORK

| PAY ITEM NO. | PAY ITEM DESCRIPTION | CY   |    | DESIGN<br>NOTES | CONSTRUCTION<br>REMARKS |
|--------------|----------------------|------|----|-----------------|-------------------------|
|              |                      | P    | F  |                 |                         |
| 0120 1       | REGULAR EXCAVATION   | 1144 |    | 1417            |                         |
|              |                      |      |    |                 | COUNTRY CLUB RD         |
|              |                      | 273  |    |                 | LAKE MARY BLVD          |
| 120 6        | EMBANKMENT           |      | 25 | 38              |                         |
|              |                      |      |    |                 | COUNTRY CLUB RD         |
|              |                      |      |    |                 | LAKE MARY BLVD          |

## SUMMARY OF QUANTITIES

| REVISIONS |  | DESCRIPTION |  | PROJECT NAME   | PROJECT ID  | SHEET NO. |
|-----------|--|-------------|--|--|---|-----------|
| DATE      |  | DATE        |  |  |   |           |
|           |  |             |  | C. BRIAN FULLER, P.E.<br>P.E. LICENSE NUMBER 49524<br>METRIC ENGINEERING, INC.<br>525 TECHNOLOGY PARK, SUITE 153<br>LAKE MARY, FLORIDA 32746 | SEMINOLE COUNTY ENGINEERING DIVISION<br>COUNTRY CLUB ROAD | 50-3      |
|           |  |             |  | 01785144   |   |           |

## SUMMARY OF PAVEMENT

| PAY ITEM NO. | PAY ITEM DESCRIPTION   | LOCATION             |             | SIDE  | AREA ID | LENGTH | WIDTH | UNIT | QUANTITY |   | TOTAL |   | DESIGN NOTES | CONSTRUCTION REMARKS |
|--------------|--|----------------------|-------------|-------|---------|--------|-------|------|----------|---|-------|---|--------------|----------------------|
|              |  | STA. TO STA.         | DESCRIPTION |       |         |        |       |      | P        | F | P     | F |              |                      |
| 0160 4       | TYPE B STABILIZATION   | 52+48.95 to 52+48.95 |             | LT    | 6008    |        |       | SY   | 1074.8   |   | 2448  |   |              |                      |
|              |  | 53+45.25 to 56+43.67 |             | RT    | 17076   |        |       |      | 372.9    |   |       |   |              |                      |
|              |  | 56+86.88 to 57+03.72 |             | LT    | 6106    |        |       |      | 430.4    |   |       |   |              |                      |
|              |  | 57+51.32 to 58+60.75 |             | RT    | 5966    |        |       |      | 131.9    |   |       |   |              |                      |
|              |  | 57+52.18 to 57+57.64 |             | LT    | 5989    |        |       |      | 5.5      |   |       |   |              |                      |
|              |  | 59+99.11 to 61+78.40 |             | RT    | 5939    |        |       |      | 119.7    |   |       |   |              |                      |
|              |  | 60+19.68 to 61+39.34 |             | LT    | 5899    |        |       |      | 109.6    |   |       |   |              |                      |
|              |  | 62+15.11 to 63+46.97 |             | RT    | 5906    |        |       |      | 202.9    |   |       |   |              |                      |
| 285709       | OPTIONAL BASE, BASE GROUP 9                                    | 48+85.70 to 56+16.89 |             | LT    | 10796   |        |       | SY   | 713.9    |   | 1917  |   |              |                      |
|              |  | 52+10.45 to 52+87.08 |             | LT    | 10836   |        |       |      | 168.1    |   |       |   |              |                      |
|              |  | 53+51.54 to 56+43.67 |             | RT    | 17113   |        |       |      | 159.0    |   |       |   |              |                      |
|              |  | 53+59.80 to 54+29.03 |             | RT    | 17128   |        |       |      | 108.1    |   |       |   |              |                      |
|              |  | 56+34.03 to 56+35.69 |             | LT    | 10756   |        |       |      | 0.2      |   |       |   |              |                      |
|              |  | 56+86.88 to 56+98.23 |             | LT    | 10833   |        |       |      | 358.2    |   |       |   |              |                      |
|              |  | 56+99.61 to 57+09.84 |             | LT    | 10837   |        |       |      | 0.3      |   |       |   |              |                      |
|              |  | 57+51.45 to 58+60.75 |             | RT    | 10732   |        |       |      | 98.6     |   |       |   |              |                      |
|              |  | 57+52.18 to 57+55.78 |             | LT    | 10759   |        |       |      | 1.6      |   |       |   |              |                      |
|              |  | 59+99.11 to 60+81.10 |             | RT    | 10691   |        |       |      | 65.3     |   |       |   |              |                      |
|              |  | 60+19.68 to 61+38.88 |             | LT    | 10686   |        |       |      | 78.4     |   |       |   |              |                      |
|              |  | 61+70.26 to 61+78.40 |             | RT    | 10749   |        |       |      | 2.6      |   |       |   |              |                      |
| 0327 70 1    | MILLING EXIST ASPH PAVT, 1" AVG DEPTH                          | 62+15.11 to 63+46.97 |             | RT    | 10706   |        |       | SY   | 163.1    |   | 8700  |   |              |                      |
|              |  | 46+70.00 to 56+47.72 |             | LT/RT | 18051   |        |       |      | 4440.6   |   |       |   |              |                      |
|              |  | 56+74.29 to 56+97.19 |             | LT    | 18081   |        |       |      | 695.5    |   |       |   |              |                      |
| 0334 1 13    | SUPERPAVE ASPHALTIC CONC, TRAFFIC C                            | 57+51.32 to 63+46.98 |             | LT/RT | 18088   |        |       | TN   | 3564.3   |   | 180.5 |   |              |                      |
|              |  | 48+85.70 to 56+16.89 |             | LT    | 10117   |        |       |      | 78.52    |   |       |   |              |                      |
|              |  | 53+51.54 to 56+43.67 |             | RT    | 16996   |        |       |      | 17.48    |   |       |   |              |                      |
|              |  | 56+34.03 to 56+35.69 |             | LT    | 10249   |        |       |      | 0.02     |   |       |   |              |                      |
|              |  | 56+86.88 to 56+98.23 |             | LT    | 10232   |        |       |      | 39.40    |   |       |   |              |                      |
|              |  | 56+99.61 to 57+09.84 |             | LT    | 10236   |        |       |      | 0.04     |   |       |   |              |                      |
|              |  | 57+51.45 to 58+60.75 |             | RT    | 10162   |        |       |      | 10.84    |   |       |   |              |                      |
|              |  | 57+52.18 to 57+55.78 |             | LT    | 10241   |        |       |      | 0.18     |   |       |   |              |                      |
|              |  | 59+99.11 to 60+81.10 |             | RT    | 10184   |        |       |      | 7.18     |   |       |   |              |                      |
|              |  | 60+19.68 to 61+38.88 |             | LT    | 10179   |        |       |      | 8.62     |   |       |   |              |                      |
|              |  | 61+70.26 to 61+78.40 |             | RT    | 10225   |        |       |      | 0.28     |   |       |   |              |                      |
|              |  | 62+15.11 to 63+46.97 |             | RT    | 10199   |        |       |      | 17.94    |   |       |   |              |                      |
| 0337 7 82    | ASPHALT CONCRETE TRACTION COURSE, TRAFFIC C, FC-9.5, PG. 7A-22 | 46+70.00 to 56+47.72 |             | LT/RT | 17145   |        |       | TN   | 292.17   |   | 584.8 |   |              |                      |
|              |  | 52+10.45 to 52+87.08 |             | LT    | 10555   |        |       |      | 9.25     |   |       |   |              |                      |
|              |  | 53+59.80 to 54+29.03 |             | RT    | 17175   |        |       |      | 5.94     |   |       |   |              |                      |
|              |  | 56+74.29 to 56+96.38 |             | LT    | 10577   |        |       |      | 58.84    |   |       |   |              |                      |
|              |  | 57+52.18 to 63+46.98 |             | LT/RT | 10607   |        |       |      | 218.55   |   |       |   |              |                      |

| DATE | DESCRIPTION | REVISIONS | DATE | DESCRIPTION |
|------|-------------|-----------|------|-------------|
|------|-------------|-----------|------|-------------|

C. BRIAN FULLER, P.E.  
P.E. LICENSE NUMBER 49524  
METRIC ENGINEERING, INC.  
525 TECHNOLOGY PARK, SUITE 153  
LAKE MARY, FLORIDA 32746

SEMINOLE COUNTY ENGINEERING DIVISION  
PROJECT NAME  
COUNTY CLUB ROAD  
PROJECT ID  
01785144

## SUMMARY OF QUANTITIES

SHEET NO.  
50-4



| SUMMARY OF DRAINAGE STRUCTURES |     |          |          |      |                   |         |                               |                    |                    |          |             |          |          |          |   |                     |   |                      |
|--------------------------------|-----|----------|----------|------|-------------------|---------|-------------------------------|--------------------|--------------------|----------|-------------|----------|----------|----------|---|---------------------|---|----------------------|
| QUANTITY                       |     | STR. NO. | STATION  | SIDE | DESCRIPTION       | BARRELS | STORM DRAIN OPTIONAL MATERIAL |                    |                    |          | CURB INLETS |          |          | MANHOLES |   | DITCH BOTTOM INLETS | REMARKS   | CONSTRUCTION REMARKS |
|                                |     |          |          |      |                   |         | ROUND 15"                     | ELLIPTICAL 14"x23" | ELLIPTICAL 19"x30" | P-4 <10' | P-5 <10'    | P-6 <10' | P-8 <10' | C <10'   |   |                     |   |                      |
| P                              | S-1 |          | 46+72.45 | LT.  | DBI, PIPE         | 1       |                               |                    |                    |          |             |          |          |          |   |                     | CONN. TO EXIST. PIPE W/ CONC. JACKET (ALT. A. DIA. 6.0)   |                      |
| F                              |     |          |          |      |                   |         |                               |                    |                    |          |             |          |          |          |   |                     |   |                      |
| P                              | S-2 |          | 49+22.81 | LT.  | INLET, PIPE       | 1       |                               | 249                |                    |          |             |          |          |          |   |                     |   |                      |
| F                              |     |          |          |      |                   |         |                               |                    |                    |          |             |          |          |          |   |                     |   |                      |
| P                              | S-3 |          | 52+50.05 | LT.  | MANHOLE, PIPE     | 1       | 8                             |                    |                    |          |             |          |          |          | 1 |                     | CONN. TO EXIST. PIPE W/ CONC. JACKET                      |                      |
| F                              |     |          |          |      |                   |         |                               |                    |                    |          |             |          |          |          |   |                     |   |                      |
| P                              | S-4 |          | 53+12.36 | LT.  | INLET, PIPE       | 1       | 60                            |                    |                    |          |             |          |          |          | 1 |                     |   |                      |
| F                              |     |          |          |      |                   |         |                               |                    |                    |          |             |          |          |          |   |                     |   |                      |
| P                              | S-5 |          |          |      |                   |         |                               |                    |                    |          |             |          |          |          |   |                     |   |                      |
| F                              |     |          |          |      |                   |         |                               |                    |                    |          |             |          |          |          |   |                     |   |                      |
| P                              | S-6 |          | 58+38.92 | RT.  | PIPE, INLET, PIPE | 1       | 24                            |                    |                    |          |             |          |          |          |   |                     | SEE SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS TABLE         |                      |
| F                              |     |          |          |      |                   |         |                               |                    |                    |          |             |          |          |          |   |                     | CONN. TO EXIST. PIPES W/ CONC. JACKET (CAST IN-PLACE TOP) |                      |
| P                              | S-7 |          | 60+15.23 | RT.  | MANHOLE, PIPE     | 1       | 8                             |                    |                    |          |             |          |          |          | 1 |                     | CONN. TO EXIST. PIPE W/ CONC. JACKET                      |                      |
| F                              |     |          |          |      |                   |         |                               |                    |                    |          |             |          |          |          |   |                     |   |                      |
| P                              | S-8 |          | 60+55.23 | RT.  | INLET, PIPE       | 1       | 38                            |                    |                    |          |             |          |          |          | 1 |                     |   |                      |
| F                              |     |          |          |      |                   |         |                               |                    |                    |          |             |          |          |          |   |                     |   |                      |
| P                              | S-9 |          | 63+30.41 | RT.  | DBI, PIPE         | 1       | 8                             |                    |                    |          |             |          |          |          |   |                     | CONN. TO EXIST. PIPE W/ CONC. JACKET                      |                      |
| F                              |     |          |          |      |                   |         |                               |                    |                    |          |             |          |          |          |   |                     |   |                      |
| Total:                         |     |          |          |      |                   | 78      | 68                            | 249                | 8                  | 1        | 1           | 2        | 2        | 2        |   |                     |   |                      |

| SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS |                      |               |      |      |          |   |       |   |               |                      |
|---|----------------------|---------------|------|------|----------|---|-------|---|---------------|----------------------|
| PAY ITEM NO.                            | PAY ITEM DESCRIPTION | LOCATION STA. | SIDE | UNIT | QUANTITY |   | TOTAL |   | DESIGN NOTES  | CONSTRUCTION REMARKS |
|   |                      |               |      |      | P        | F | P     | F |               |                      |
| 0435 4                                  | INLETS, ADJUST       | 17+17.22      | LT   | EA   |          | 1 |       | 1 | Structure 5-5 |                      |

| SUMMARY OF RAILING   |      |  |       |   |                 |                         |
|----------------------|------|--|-------|---|-----------------|-------------------------|
| LOCATION             | SIDE | PIPE HANDRAIL -<br>GUIDERAIL<br>(ALUMINUM) |       |   | DESIGN<br>NOTES | CONSTRUCTION<br>REMARKS |
|                      |      | 0515                                       | 1     | 2 |                 |                         |
| STA. TO STA.         |      | P  | LF    | F |                 |                         |
| 53+91.48 to 54+96.66 | LT   |  | 105.2 |   |                 |                         |
| 55+65.13 to 55+93.13 | LT   |  | 28.0  |   |                 |                         |
| SUB-TOTAL:           |      |  | 133.2 |   |                 |                         |
| TOTAL:               |      |  | 133   |   |                 |                         |

| REVISED                              |             | REVISIONS             |  |
|--------------------------------------|-------------|-----------------------|--|
| DATE                                 | DESCRIPTION | DATE                  | DESCRIPTION  |
|                                      |             |                       | C. BRIAN FULLER, P.E.<br>P.E. LICENSE NUMBER 49524<br>METRIC ENGINEERING, INC.<br>525 TECHNOLOGY PARK, SUITE 153<br>LAKE MARY, FLORIDA 32746 |
| SEMINOLE COUNTY ENGINEERING DIVISION |             | SUMMARY OF QUANTITIES |  |
| PROJECT NAME                         |             | PROJECT ID            |  |
| COUNTRY CLUB ROAD                    |             | 01785144              |  |
|                                      |             | SHEET NO.             |  |
|                                      |             | S0-5                  |  |

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| SUMMARY OF SIDEWALK & DETECTABLE WARNINGS |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|---|------|------------|--------|-------|---------------------|---|--------|---|---------------------|---|---|---|------------------------|--|-----------------|-------------------------|
| LOCATION<br>STA. TO STA.                  | SIDE | AREA<br>ID | LENGTH | WIDTH | CONC SIDEWALK<br>4" |   |        |   | CONC SIDEWALK<br>6" |   |   |   | DETECTABLE<br>WARNINGS |  | DESIGN<br>NOTES | CONSTRUCTION<br>REMARKS |
|   |      |            |        |       | 0522 1              |   | 0522 2 |   | 0527 2              |   |   |   |                        |  |                 |                         |
|   |      |            |        |       | P                   | F | P      | F | P                   | F | P | F |                        |  |                 |                         |
| 49+41.04 to 50+68.63                      | LT   | 4735       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 51+94.15 to 51+96.84                      | LT   | 4679       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 53+01.25 to 56+00.73                      | LT   | 4684       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 55+91.87 to 56+11.87                      | RT   | 4697       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 56+35.43 to 56+45.72                      | RT   | 4702       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 57+54.31 to 57+65.42                      | LT   | 4707       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 57+90.58 to 59+28.46                      | RT   | 4719       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 57+90.89 to 57+97.30                      | LT   | 4712       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 60+29.56 to 61+47.48                      | RT   | 4725       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 60+32.50 to 61+07.54                      | LT   | 4746       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 62+47.73 to 63+16.05                      | RT   | 4730       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 51+96.19 to 52+17.84                      | LT   | 4649       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 52+79.91 to 53+01.25                      | LT   | 4643       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 53+51.40 to 53+78.63                      | RT   | 4412       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 53+92.20 to 54+00.95                      | RT   | 4407       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 54+14.55 to 54+28.22                      | RT   | 4420       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 56+00.73 to 56+33.94                      | LT   | 4618       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 56+11.87 to 56+45.71                      | RT   | 4609       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 57+53.32 to 57+90.57                      | RT   | 4600       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 57+54.31 to 57+91.21                      | LT   | 4631       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 59+28.46 to 59+47.47                      | RT   | 4593       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 60+10.54 to 60+29.56                      | RT   | 4581       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 61+47.48 to 61+66.13                      | RT   | 4587       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 62+28.84 to 62+47.72                      | RT   | 4569       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 63+16.04 to 63+34.69                      | RT   | 4575       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 63+26.45 to 63+40.39                      | RT   | 9562       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 52+09.86 to 52+16.86                      | LT   | 4178       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 52+60.30 to 52+87.50                      | LT   | 4183       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 53+74.93 to 53+78.43                      | RT   | 4188       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 54+15.35 to 54+21.20                      | RT   | 4194       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 56+16.84 to 56+21.87                      | LT   | 4216       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 56+18.69 to 56+24.69                      | RT   | 4206       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 56+28.39 to 56+32.30                      | LT   | 4211       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 56+32.85 to 56+38.16                      | RT   | 4201       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 57+56.84 to 57+60.81                      | LT   | 4226       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 57+59.77 to 57+64.38                      | RT   | 7633       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 57+79.95 to 57+84.79                      | LT   | 4221       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 57+80.08 to 57+85.03                      | RT   | 7628       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 59+34.46 to 59+36.46                      | RT   | 4241       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 60+21.56 to 60+23.56                      | RT   | 4246       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 61+53.48 to 61+55.48                      | RT   | 4251       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| 62+39.72 to 62+41.72                      | RT   | 4256       |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
| SUB-TOTAL:                                |      |            |        |       | 557.0               |   |        |   |                     |   |   |   |                        |  |                 |                         |
| TOTAL:                                    |      |            |        |       | 557                 |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
|   |      |            |        |       |                     |   |        |   |                     |   |   |   |                        |  |                 |                         |
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| SUMMARY OF PERFORMANCE TURF |      |            |        |       |                           |    |   |                 |                         |
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| LOCATION<br>STA. TO STA.    | SIDE | AREA<br>ID | LENGTH | WIDTH | PERFORMANCE<br>TURF (SOD) |    |   | DESIGN<br>NOTES | CONSTRUCTION<br>REMARKS |
|                             |      |            |        |       | P                         | SY | F |                 |                         |
| 49+40.61 to 50+73.88        | LT   | 5251       |        |       | 47.5                      |    |   |                 |                         |
| 49+41.54 to 50+64.76        | LT   | 5262       |        |       | 70.0                      |    |   |                 |                         |
| 51+94.05 to 52+09.98        | LT   | 5272       |        |       | 4.1                       |    |   |                 |                         |
| 51+94.30 to 52+26.24        | LT   | 5278       |        |       | 42.7                      |    |   |                 |                         |
| 52+70.51 to 55+74.80        | LT   | 5284       |        |       | 326.4                     |    |   |                 |                         |
| 52+87.51 to 56+00.94        | LT   | 5284       |        |       | 101.3                     |    |   |                 |                         |
| 53+43.85 to 53+78.22        | RT   | 5357       |        |       | 49.2                      |    |   |                 |                         |
| 53+88.33 to 54+06.98        | RT   | 5373       |        |       | 19.7                      |    |   |                 |                         |
| 53+93.13 to 53+98.27        | RT   | 5380       |        |       | 1.9                       |    |   |                 |                         |
| 54+20.14 to 56+11.87        | RT   | 5385       |        |       | 135.7                     |    |   |                 |                         |
| 55+84.33 to 56+22.43        | LT   | 5301       |        |       | 51.8                      |    |   |                 |                         |
| 55+91.87 to 56+30.18        | RT   | 5392       |        |       | 15.0                      |    |   |                 |                         |
| 56+20.81 to 56+30.80        | RT   | 5400       |        |       | 5.5                       |    |   |                 |                         |
| 56+30.66 to 56+39.72        | RT   | 5406       |        |       | 25.5                      |    |   |                 |                         |
| 56+40.50 to 56+45.47        | RT   | 5415       |        |       | 4.2                       |    |   |                 |                         |
| 56+77.59 to 57+07.97        | LT   | 9432       |        |       | 401.4                     |    |   |                 |                         |
| 57+54.06 to 57+60.59        | LT   | 5536       |        |       | 5.3                       |    |   |                 |                         |
| 57+60.31 to 57+71.38        | LT   | 5498       |        |       | 23.9                      |    |   |                 |                         |
| 57+61.60 to 57+70.84        | RT   | 5420       |        |       | 17.5                      |    |   |                 |                         |
| 57+65.05 to 57+98.02        | LT   | 5523       |        |       | 42.4                      |    |   |                 |                         |
| 57+70.81 to 57+80.85        | RT   | 5427       |        |       | 4.0                       |    |   |                 |                         |
| 57+78.92 to 59+48.86        | RT   | 5432       |        |       | 28.2                      |    |   |                 |                         |
| 59+44.59 to 59+54.59        | RT   | 5444       |        |       | 5.8                       |    |   |                 |                         |
| 60+00.29 to 60+10.85        | RT   | 5452       |        |       | 11.4                      |    |   |                 |                         |
| 60+09.16 to 61+70.63        | RT   | 5458       |        |       | 87.9                      |    |   |                 |                         |
| 60+27.50 to 61+07.54        | LT   | 5472       |        |       | 45.6                      |    |   |                 |                         |
| 62+24.04 to 63+11.33        | RT   | 9490       |        |       | 47.0                      |    |   |                 |                         |
| SUB-TOTAL:                  |      |            |        |       | 1620.9                    |    |   |                 |                         |
| TOTAL:                      |      |            |        |       | 1621                      |    |   |                 |                         |

| REVISIONS |             | DESCRIPTION |             | PROJECT INFORMATION  |            | SHEET NO. |
|-----------|-------------|-------------|-------------|--|------------|-----------|
| DATE      | DESCRIPTION | DATE        | DESCRIPTION | PROJECT NAME   | PROJECT ID |           |
|           |             |             |             | SEMINOLE COUNTY ENGINEERING DIVISION   |            | 50-8      |
|           |             |             |             | C. BRIAN FULLER, P.E.<br>P.E. LICENSE NUMBER 49524<br>METRIC ENGINEERING, INC.<br>525 TECHNOLOGY PARK, SUITE 153<br>LAKE MARY, FLORIDA 32746 |            |           |
|           |             |             |             | COUNTRY CLUB ROAD  | 01785144   |           |







# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1473**

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**Title:**

Approve agreements for the Central Florida Commuter Rail Commission (CFCRC) and authorize Seminole County's CFCRC Representative to vote and make changes as necessary for CFCRC execution. (**Lorie Bailey Brown, CFO/Resource Management Director**)

**Division:**

Resource Management - Business Office

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Brijesh Patel/407-665-7244

**Background:**

The Local Government Partners (Orange, Osceola, Seminole, Volusia counties and the City of Orlando) executed an Interlocal Governance Agreement creating the CFCRC for management and provision of operating funds for the Central Florida Commuter Rail Transit System (a.k.a. "SunRail"). Florida Department of Transportation (FDOT) and the CFCRC entered an Interlocal Operating Agreement providing for transition of the financial and operating obligations to the CFCRC at the end of the FDOT funding period. The CFCRC, FDOT and the Local Government Partners entered into an Operations Phasing Agreement in March of 2024 for the phased transfer of SunRail funding and operating obligations from FDOT to the CFCRC and Local Government Partners and requires FDOT to transition financial responsibility to the CFCRC on or about December 31, 2024 and operations and maintenance to the CFCRC following an Interim Operation Period.

To provide sufficient time for seamless transition and procurement of various contracts in compliance with Interlocal Agreements and Operating Phasing Agreement, the Locally Funded Agreement (LFA) was drafted for FDOT to continue providing management services in connection with operation and maintenance. The term of the LFA is through December 31, 2025, and can be extended by the CFCRC for an

additional year with written notice 120 days prior to the current expiration. The LFA establishes quarterly payments of the CFCRC approved budget for the period of January 1, 2025 through December 31, 2025 to FDOT to begin January 1, 2025. FDOT will notify the CFCRC if actual costs exceed the quarterly deposit amounts, and if the costs are less than the quarterly payments, the excess will be applied to any cost overruns of prior periods or held in escrow for future overruns. An Escrow agreement between Florida Department of Financial Services, FDOT and the CFCRC will be executed to establish the escrow account and terms.

To facilitate financial operations, the CFCRC requires banking services. A Banking Services Agreement has been prepared between the CFCRC and JPMorgan Chase Bank, N.A. (Chase) to receive similar services as the LYNX procurement for Banking and Financial Related Services, ultimately awarded to Chase. The initial purpose of the CFCRC bank account will be to aggregate the funding from the Local Government Partners and remit payments to FDOT. In short, the Banking Services Agreement memorializes the utilization of a “piggyback” procurement between the CFCRC and Chase, previously approved by the CFCRC.

Finally, the CFCRC will need to obtain accounting software, such as QuickBooks, to provide a system of accounting for the transactions. The structure for payment of the software is in-process.

**Requested Action:**

Staff requests the Board approve and authorize the CFCRC Representative to make changes to the Locally Funded Agreement, Escrow Agreement and Piggyback Banking Services Agreement, as necessary, for CFCRC execution and to obtain an accounting system for the CFCRC.

|   |   |   |
|---|---|---|
| Agency: <b>COMMISSION</b><br>Vendor No.: 61-2212001 | Fund: <b>LF</b><br>Contract Amount: <b>\$65,344,339</b> | Financial Project No.:<br>Various Project Specific listed<br>on Exhibit "D" |
|---|---|---|

**LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
THE CENTRAL FLORIDA COMMUTER RAIL COMMISSION**

This **AGREEMENT**, made and entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT" or FDOT) and the Central Florida Commuter Rail Commission, a legal entity and public body created pursuant to Section 163.01, Florida Statutes (hereinafter referred to as the "COMMISSION") (collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties have been granted specific legislative authority to enter into this **LOCALLY FUNDED AGREEMENT** (hereinafter "Agreement") pursuant to Section 339.12, Florida Statutes; and

**WHEREAS**, on August 29, 2007, Orange County, a charter county and political subdivision of the State of Florida ("Orange County"), Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County"), Seminole County, a charter county and political subdivision of the State of Florida ("Seminole County"), the County of Volusia, a charter county and political subdivision of the State of Florida ("County of Volusia"), and the City of Orlando, a municipal corporation of the State of Florida (the "City of Orlando") (hereinafter referred to as the "Local Government Partners") entered into an Interlocal Governance Agreement creating the COMMISSION and providing terms for its management and the provision of operating funds for the Central Florida Commuter Rail Transit System (a.k.a. "SunRail"), which Interlocal Governance Agreement was amended in December 2008, by a First Amendment to Interlocal Governance Agreement, and on July 28, 2010, by a Second Amendment to Interlocal Governance Agreement, and on March 26, 2024, by a Third Amendment to Interlocal Governance Agreement (collectively, the "Interlocal Governance Agreement"); and

**WHEREAS**, on August 28, 2007, FDOT and the Local Government Partners entered into an Interlocal Funding Agreement to provide for the development of transit stations, the



execution of joint use agreements for the transit stations and the initial capital funding for SunRail, which was amended on July 28, 2010, by an Amendment to Interlocal Funding Agreement (collectively, the "Interlocal Funding Agreement"); and

**WHEREAS**, on August 29, 2007, FDOT and the COMMISSION entered into an Interlocal Operating Agreement for the operation of SunRail, which was amended on December 19, 2008 by a First Amendment to Interlocal Operating Agreement, and on December 18, 2009 by a Second Amendment to Interlocal Operating Agreement, and subsequently on August 13, 2010 by a Third Amendment to Interlocal Operating Agreement (collectively, the "Interlocal Operating Agreement" and, together with the Interlocal Governance Agreement and Interlocal Funding Agreement, the "Interlocal Agreements"); and

**WHEREAS**, the Interlocal Operating Agreement provided for transition of the financial and operating obligations for SunRail to the COMMISSION at the end of the "FDOT Funding Period" (as defined in the Interlocal Operating Agreement); and

**WHEREAS**, FDOT, the COMMISSION, and the Local Government Partners entered into an Operations Phasing Agreement with an effective date of March 28, 2024, which provides for a phased transfer of the SunRail funding and operating obligations from FDOT to the COMMISSION and Local Government Partners in accordance with the schedule set forth therein and delineates certain obligations of the parties following such transfers; and

**WHEREAS**, certain Actions Steps, as defined and outlined in the Operations Phasing Agreement, have been or will be revised or delayed to account for matters encountered during the transfer and transition process; and

**WHEREAS**, the Operations Phasing Agreement provides for and requires FDOT to transition financial responsibility for SunRail to the COMMISSION on or about December 31, 2024 ("Financial Transition Date") and to transfer responsibility for SunRail operations and maintenance to the COMMISSION following the Interim Operation Period as further outlined in the Operations Phasing Agreement; and

**WHEREAS**, the Parties desire to enter into this Agreement in order to provide for an orderly continued transition, to provide a mechanism for funding SunRail following the Financial Transition Date and to meet certain other deadlines within the Operations Phasing Agreement; and

**WHEREAS**, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: Continued SunRail Operations and Maintenance in compliance with Interlocal Agreements and Operations Phasing Agreement, hereinafter referred to as the "Project"; and

**WHEREAS**, the Project is revenue producing but is not a highway project nor is there a requirement in this Agreement for reimbursement by the DEPARTMENT to the COMMISSION and is contained in the Adopted Work Program; and

**WHEREAS**, the DEPARTMENT will endeavor to maximize revenue and seek cost-saving measures as it pertains to SunRail; and

**WHEREAS**, the implementation of the Project is in the interests of both the DEPARTMENT and the COMMISSION and it would be most practical, expeditious, and economical for the COMMISSION to provide for and fund all costs associated with and required by the Interlocal Agreements and the Operations Phasing Agreement for the Project, initially within the DEPARTMENT Fiscal Years 2024/2025 and 2025/2026, and subsequent DEPARTMENT fiscal years if extended pursuant to the terms of this Agreement; and

**WHEREAS**, in order to maintain uniformity throughout the Project and to provide for the Continued SunRail Operations and Maintenance in compliance with Interlocal Agreements and the Operations Phasing Agreement in a cost-effective manner, the COMMISSION desires to provide funding to the DEPARTMENT for the Project and as further described in "Exhibit A"; and

**WHEREAS**, the Local Government Partners have all consented to the execution of this Agreement, as required by the Interlocal Governance Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the Parties agree as follows:

1. The Parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Agreement.
2. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Operations Phasing Agreement and in the Master Glossary of Terms for the Central Florida Commuter Rail System Agreements attached to the Interlocal Agreements.
3. The Parties agree that this Agreement will serve as an addendum or supplement to the Interlocal Operating Agreement. In the event of any conflicts or inconsistencies between this Agreement and the Interlocal Operating Agreement, the terms of this Agreement shall control.
4. In order to provide sufficient time for seamless transition and procurement of various contracts associated with the Project, the Parties agree that the following sections of the Interlocal Operating Agreement are revised as follows:

**Section 4.14 CONTRACT OPERATOR. (B)** Any contract entered into by FDOT with a Contract Operator shall provide that it expires upon the expiration of the ~~FDOT Funding Period~~ Locally Funded Agreement unless the contract is assigned to the Commission pursuant to an assignment that effects a novation and releases the FDOT from being a party to the contract, in which case, the contract

will continue for a period of three years following the expiration of the ~~FDOT Funding Period~~ Locally Funded Agreement. Such contract shall provide that it can be assigned to the Commission.

**SECTION 4.15. ADMINISTRATIVE FUNCTIONS. (C)** During the FDOT Funding Period, as well as during the term of this Locally Funded Agreement, procurements and contracts for the Commuter Rail System shall be processed and administered in accordance with the procurement policies and procedures of FDOT and contracts shall be awarded under the name and authority of FDOT. Each contract entered into by FDOT for the Commuter Rail System shall provide for assignment to the COMMISSION upon expiration of the ~~FDOT Funding Period~~ Locally Funded Agreement to the extent that it has not expired as of that time; provided, however, that no assignment will be made unless a novation is effected and FDOT is released from being a party to the contract. FDOT shall consider the advice of the Governing Board for major procurement actions.

5. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the COMMISSION and the DEPARTMENT. This completion of services date is currently set for December 31, 2025, unless terminated in accordance with the terms of this Agreement, the Interlocal Agreements, the Operations Phasing Agreement, or agreed to in writing by the Parties. Notwithstanding the foregoing, in order to ensure sufficient time for budgeting and funds availability, the COMMISSION shall be entitled to automatically extend the December 31, 2025 date for an additional year, so long as the COMMISSION notifies the DEPARTMENT no later than One Hundred Twenty (120) days prior to the current expiration and completion of services date.

6. The DEPARTMENT agrees to continue providing management services in connection with the operation, management, and maintenance of the Project in compliance with its statutory obligations under Chapter 341 of the Florida Statutes, the Interlocal Agreements and Operations Phasing Agreement, as well as the Scope of Services described in Exhibit "A".

7. The DEPARTMENT shall perform all necessary work, as may be applicable for the Project as previously defined and as required by the Interlocal Agreements and the Operations Phasing Agreement. The Project as previously defined may include some or all of the foregoing activities. Nothing in this Agreement may be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined either herein or within the Interlocal Agreements and the Operations Phasing Agreement. Except as

specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in discretion, deems appropriate and in accordance with and as required by the Interlocal Agreements and the Operations Phasing Agreement. The COMMISSION shall not have any jurisdiction or control over the DEPARTMENT’S activities, except as specifically stated in this Agreement, the Interlocal Agreements or the Operations Phasing Agreement. The COMMISSION shall be entitled to be advised of the progress of the Project at reasonable intervals upon request and at a minimum at regularly scheduled COMMISSION Board Meetings.

8. Participation by the COMMISSION in the funds for the Project shall be made as follows:

(A) The DEPARTMENT’S and COMMISSION’s budget and current estimate of cost for the Project for calendar year 2025 (January 1, 2025 through December 31, 2025)<sup>1</sup> is **\$65,344,339.00 (Sixty Five Million Three Hundred Forty Four Thousand Three Hundred Thirty Nine Dollars and 00/100)**. The aforementioned budget was approved by the COMMISSION at its regularly scheduled Commission Meeting held on September 30, 2024. Breakdown of the approved budget is attached as Exhibit “B”. The DEPARTMENT’S performance and obligation to manage the Project is contingent upon an annual appropriation by the Florida Legislature as well as payment of the afore and below mentioned funds. The Parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective 120 (One Hundred Twenty) days following the DEPARTMENT giving written notice to the COMMISSION to that effect. Furthermore, the COMMISSION’s performance and obligation to pay under this Agreement is contingent upon an appropriation by the Local Government Partners during the Local Government Partner’s respective budgetary process and fiscal year.

(B) The Project is being funded by the COMMISSION in the amount of **\$65,344,339.00 (Sixty Five Million Three Hundred Forty Four Thousand Three Hundred Thirty Nine Dollars and 00/100)**. Said funds are programmed under various Financial Project Numbers (FPN(s)) which are listed on Exhibit “D” which may be amended from time to time and would not require an amendment to this Agreement for the purposes of adding additional FPN(s). As described in paragraph 8(C) below, the COMMISSION agrees that it will provide the balance of the funding necessary for the Project.

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<sup>1</sup> Calendar year 2025 occurs during FDOT Fiscal Years 2024/2025/2026 (FDOT Fiscal Year begins on July 1 and ends on June 30).

(C) The COMMISSION agrees that it will furnish the DEPARTMENT a deposit or quarterly payment, no later than **January 1, 2025** in the amount of **\$23,836,084.75 (Twenty Three Million Eight Hundred Thirty Six Thousand Eighty Four Dollars and 75/100)**, which shall represent the first quarterly payment of the estimated Project cost for DEPARTMENT Fiscal Year 2024/2025. The initial deposit or quarterly payment shall be a quarter of the total estimated Project Cost without allowances in the amount of \$12,723,584.75 (Twelve Million Seven Hundred and Twenty Three Thousand Five Hundred Eighty Four Dollars and 75/100) of Local Operating Support, Capital Costs in the amount of \$1,112,500.00 (One Million One Hundred Twelve Thousand Five Hundred Dollars and 00/100) plus the full amount of the required Self Insured Retention Account Funding in the amount of \$10,000,000.00 (Ten Million Dollars and 00/100), which is represented by the approved budget. No earlier than January 1, 2025, the DEPARTMENT may utilize this quarterly payment for payment of the costs of the Project. Thereafter, the COMMISSION shall furnish the DEPARTMENT with subsequent quarterly payments in the amount of \$13,836,084.75 (Thirteen Million Eight Hundred Thirty-Six Thousand Eighty-Four Dollars and 75/100) which shall be the amounts above less the required Self Insured Retention Account Funding on or before forty-five (45) calendar days prior to the quarter within which those funds are to be utilized for services. The payment amounts, breakdown and respective deadlines are outlined in more detail on Exhibit "C". The approved budget amount shall be adjusted annually based on the budget approved by the COMMISSION and based on Local Government Partner Fiscal years, which fiscal years begin on October 1 and end on September 30.

(D) If the Project costs are in excess of the quarterly deposit amount, the COMMISSION will provide an additional deposit within sixty (60) calendar days of notification from the DEPARTMENT so that the total deposit is equal to the revised total Project cost for the appropriate quarter. The DEPARTMENT will notify the COMMISSION when the DEPARTMENT knows or should have known that the Project costs are in excess of the quarterly payment amount. However, failure of the DEPARTMENT to notify the COMMISSION shall not relieve the COMMISSION from its obligation to pay for its full participation on final accounting as provided herein below. If the COMMISSION cannot provide the additional deposit within sixty (60) calendar days, a letter must be submitted to and approved by the DEPARTMENT indicating when the deposit will be made. The COMMISSION understands the request and approval of the additional time could cause delays to the Project, and additional costs may be incurred

due to those delays. The COMMISSION will not be liable for any delay costs that result directly from the DEPARTMENT's delay or failure to notify the COMMISSION of excess Project costs that the DEPARTMENT knows or should have known of.

(E) If the Project costs plus overruns are less than the quarterly payment, the DEPARTMENT will apply the excess against any cost overruns incurred during the previous periods or hold those funds in escrow for future overruns. The DEPARTMENT will provide to the COMMISSION an accounting of these funds within sixty (60) days of the end of each quarter. In no event shall any such excess be applied to cost overruns which occurred during the FDOT Funding Period.

(F) Should Project modifications or changes occur that increase the COMMISSION share of total Project costs, the COMMISSION will be notified by the DEPARTMENT accordingly. The COMMISSION agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the COMMISSION as soon as it becomes apparent the actual costs will overrun the approved budgeted amount. However, failure of the DEPARTMENT to so notify the COMMISSION shall not relieve the COMMISSION from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the COMMISSION during the Project not paid within sixty (60) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.), less the 400 basis points.

(G) With regard to Project costs, overruns, modifications and changes outlined in sections 8(D) and (F) above, such obligation of the COMMISSION to fund said costs is controlled, conditioned and limited by various provisions within the Interlocal Agreements and nothing herein shall modify said conditions in the Interlocal Agreements. Thus, any obligation for Project costs which exceed the Local Government Partners' collective annual obligation to fund the Annual System Deficit, as such terms are defined in the Interlocal Agreements, shall be controlled by the relevant provisions within the Interlocal Agreements. Furthermore, any refusal or failure by any individual Local Government Partner member of the COMMISSION to pay their respective share of the Annual System Deficit or other costs or payments outlined herein will be governed by the terms of the Interlocal Agreements.

(H) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred

and sixty days (360) of final payment to the Contractors, Vendors, Consultants, and all others providing services on the Project or within three hundred and sixty days (360) following the conclusion of the relevant DEPARTMENT Fiscal Year, whichever comes first. All Project cost records and accounts shall be subject to audit by a representative of the COMMISSION for a period of three (3) years after final close out of the Project. The COMMISSION will be notified of the final cost. Both Parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COMMISSION. If the final accounting is not performed within three hundred and sixty (360) days, the COMMISSION is not relieved from its obligation to pay nor is the DEPARTMENT relieved of its obligation to refund any excess to the COMMISSION, should any excess exist. The DEPARTMENT will return any excess funds, should any exist, to the COMMISSION within sixty (60) calendar days following the conclusion of the final accounting outlined herein.

(I) In the event the final accounting of total Project costs is greater than the total deposits to date, the COMMISSION will pay the additional amount within sixty (60) calendar days from the date of the invoice from the DEPARTMENT. The COMMISSION agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., less the referenced 400 basis points, on any invoice not paid within sixty (60) calendar days until the invoice is paid.

(J) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Escrow Agreement(s) between COMMISSION, DEPARTMENT, and the State of Florida, Department of Financial Services, Division of Treasury. The full amount of the required Self Insured Retention Account Funding in the amount of \$10,000,000.00 (Ten Million Dollars and 00/100) outlined above will be placed in a separate escrow to ensure segregation from other funds necessary for the Project.

(K) Pursuant to the Operations Phasing Agreement, the DEPARTMENT has agreed to share in the ongoing cost of Positive Train Control (PTC) in amounts calculated pursuant to an agreed upon formula within the Operations Phasing Agreement. Such payment is defined as the PTC Funding Amount. During the term of this Agreement, the Parties agree that the DEPARTMENT will provide notification to the COMMISSION that the PTC Funding Amount is budgeted and such amounts will be applied to the cost of PTC on the Project by the DEPARTMENT directly to the appropriate Contract Operator or vendor.

(L) Also pursuant to the Operations Phasing Agreement, the DEPARTMENT agreed to the following:

FDOT will fund the operating cost of Phase II North for a period of one year following its revenue service date. For purposes of this Section, the operating cost of Phase II North shall be equal to the increases in amounts payable under the Contract Operator agreements resulting from the commencement of Phase II North operations (the "Phase II North Cost"). An amount equal to the Phase II North Cost shall be paid to the Commission on dates payments are due under the Contract Operator agreements.

The revenue service date for Phase II North was August 12, 2024. To avoid certain inefficiencies, the Parties agree that the Phase II North Cost shall be paid to the Contract Operator on the dates the relevant payments are due rather than the COMMISSION.

(M) Contact Persons:

**DEPARTMENT**

Charles M. Heffinger, Jr., P.E.  
CFRC/SunRail Chief Operations Officer  
719 South Woodland Boulevard  
DeLand, Florida 32720  
(386) 943-5477  
[Charles.Heffinger@dot.state.fl.us](mailto:Charles.Heffinger@dot.state.fl.us)

District 5 Local Programs  
719 South Woodland Boulevard, M.S. 4-520  
DeLand, Florida 32720-6834  
(386) 943-5537  
[D5-LocalPrograms@dot.state.fl.us](mailto:D5-LocalPrograms@dot.state.fl.us)

**COMMISSION**

Central Florida Commuter Rail Commission  
CFCRC Chair  
801 SunRail Drive  
Sanford, Florida 32771  
(000) 000-0000  
[email address](#)



9. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use until such time property is transferred to the COMMISSION in accordance with the Interlocal Operating Agreement. The COMMISSION may, however, inspect or request copies of those materials upon providing reasonable advance notice to the DEPARTMENT. All assets subject to conveyance will be transferred in accordance with the Interlocal Operating Agreement and the Operations Phasing Agreement.

10. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

11. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the COMMISSION to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

12. This Agreement constitutes the complete and final expression of the Parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document, other than those outlined in the Interlocal Agreements and the Operations Phasing

Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

14. The DEPARTMENT and the COMMISSION acknowledge and agree to the following:

(A) The COMMISSION 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 COMMISSION during the term of this Agreement; and

(B) The COMMISSION shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract 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 contractor/subcontractor during the term of this Agreement.

15. CONTINUATION OF PRIOR AGREEMENTS. Except as expressly modified by this Agreement, all referenced agreements shall remain in full force and effect.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the COMMISSION has executed this Agreement on \_\_\_\_\_, and the DEPARTMENT has executed this Agreement on \_\_\_\_\_.

**COMMISSION**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Charles M. Heffinger, Jr., P.E.

Title: \_\_\_\_\_

Title: Director of Transportation Operations  
CFRC/SunRail Chief Operations Officer

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Executive Secretary

Legal Review:

Legal Review:

\_\_\_\_\_  
COMMISSION Attorney

\_\_\_\_\_  
DEPARTMENT Attorney

Financial Provisions Approval by  
Department of Comptroller on:

\_\_\_\_\_

**EXHIBIT "A"****SCOPE OF SERVICES**

As outlined in the Operations Phasing Agreement and/or the Interlocal Agreements:

(A) The Parties agree that the financial obligations for funding the costs of operation, management, and maintenance of SunRail, as said costs are described in the Operations Phasing Agreement and the Interlocal Agreements, other than financial obligations for the segment of Phase II between the DeBary and Deland Stations ("Phase II North"), which is addressed in subsection (D) of the Operations Phasing Agreement, shall be transferred from FDOT to the Commission and Local Government Partners on December 31, 2024 (the "Financial Transition Date"), which shall be the final day of the FDOT Funding Period.

(B) Upon expiration of the FDOT Funding Period, the Commission will become responsible for funding the costs of operation, management, and maintenance and capital work of and associated with SunRail, as said costs are described in the Operations Phasing Agreement and the Interlocal Agreements, other than financial obligations for Phase II North, which is addressed in subsection (D) of the Operations Phasing Agreement. Furthermore, following the expiration of the FDOT Funding Period, the Commission will be responsible for all activities outlined in the Interlocal Operating Agreement, to include, but not limited to those which are generally described in Section 4.01 of same. The immediately preceding sentence is not intended to assign greater responsibility to either party than is outlined in the Interlocal Operating Agreement. However, beginning on the Financial Transition Date and ending on the Operational Transition Date, as defined in Section 4 hereof (this period of time is referred to hereinafter as the "Interim Operation Period"), FDOT agrees to continue providing management services in connection with the operation, management, and maintenance of SunRail as it has done in accordance with the Interlocal Agreements.

*The remainder of this page intentionally left blank.*

In order to account for certain matters encountered during the transition process, the following Actions Steps in the Operations Phasing Agreement will be or have been delayed and such delay has been or will be agreed to between the FDOT District 5 Secretary and the Chairman of the COMMISSION as required by the Operations Phasing Agreement:

| No. | Description of Phase I Action Steps   |
|-----|---|
| 12  | Commission and FDOT approve the Easement form, including a mutually agreeable demonstrative exhibit that encompasses the operational portion of the Corridor, but excludes the encroachment issues, and Amtrak ADA issues. <sup>(1)</sup> |
| 13  | Commission and FDOT complete closing memorandum specifying responsibilities, sequencing and document deliveries for contract assignments/novations, conveyance of Easement and transfer of assets.  |
| 14  | Commission secures insurance.   |
| 15  | CFOMA, Contract Operator, Joint Use Agreements and other vendor contracts assigned or novated to the Commission – documents escrowed for delivery on December 31, 2024.   |
| 16  | Conveyance of Easement and transfer of asset documents escrowed for delivery on December 31, 2024.  |
| 17  | Commission completes participation in relevant state cooperative contracts.   |
| 18  | Commission completes and approves asset inventory (update WSP report) with FDOT's assistance.   |

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**EXHIBIT "B"****APPROVED BUDGET by COMMISSION for CALENDAR YEAR 2025**

| <b>Estimate Five Year LFP Allocation</b>                       |                                  |                                  |                                  |                                  |                                  |
|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| <b>County</b>  | <b>Estimated FY 24/25 Budget</b> | <b>Estimated FY 25/26 Budget</b> | <b>Estimated FY 26/27 Budget</b> | <b>Estimated FY 27/28 Budget</b> | <b>Estimated FY 28/29 Budget</b> |
| <i>Local Support by Each Jurisdiction, Net of all revenues</i> |                                  |                                  |                                  |                                  |                                  |
| <b>Volusia County</b>  | <b>\$ 5,479,779</b>              | <b>\$ 6,969,500</b>              | <b>\$ 7,548,682</b>              | <b>\$ 8,442,208</b>              | <b>\$ 9,001,510</b>              |
| Local Operating Support  | \$ 3,527,263                     | \$ 5,630,389                     | \$ 5,866,699                     | \$ 6,496,110                     | \$ 6,764,675                     |
| Capital Maintenance  | \$ 933,517                       | \$ 1,313,636                     | \$ 1,656,508                     | \$ 1,920,623                     | \$ 2,211,360                     |
| Insurance  | \$ 1,018,999                     | \$ 25,475                        | \$ 25,475                        | \$ 25,475                        | \$ 25,475                        |
| <b>Seminole County</b>   | <b>\$ 12,098,668</b>             | <b>\$ 11,338,104</b>             | <b>\$ 12,188,327</b>             | <b>\$ 13,606,218</b>             | <b>\$ 14,443,969</b>             |
| Local Operating Support  | \$ 9,154,554                     | \$ 9,594,228                     | \$ 10,000,608                    | \$ 11,076,605                    | \$ 11,538,002                    |
| Capital Maintenance  | \$ 1,208,424                     | \$ 1,700,484                     | \$ 2,144,327                     | \$ 2,486,220                     | \$ 2,862,575                     |
| Insurance  | \$ 1,735,690                     | \$ 43,392                        | \$ 43,392                        | \$ 43,392                        | \$ 43,392                        |
| <b>Orange County</b>   | <b>\$ 9,433,404</b>              | <b>\$ 8,011,179</b>              | <b>\$ 8,716,769</b>              | <b>\$ 9,758,801</b>              | <b>\$ 10,433,425</b>             |
| Local Operating Support  | \$ 5,981,036                     | \$ 6,268,824                     | \$ 6,534,350                     | \$ 7,237,402                     | \$ 7,538,876                     |
| Capital Maintenance  | \$ 1,198,131                     | \$ 1,686,000                     | \$ 2,126,063                     | \$ 2,465,044                     | \$ 2,838,193                     |
| Insurance  | \$ 2,254,237                     | \$ 56,356                        | \$ 56,356                        | \$ 56,356                        | \$ 56,356                        |
| <b>City of Maitland LOS</b>                                    | <b>\$ 1,562,831</b>              | <b>\$ 1,638,092</b>              | <b>\$ 1,707,477</b>              | <b>\$ 1,891,189</b>              | <b>\$ 1,969,967</b>              |
| <b>City of Winter Park LOS</b>                                 | <b>\$ 4,346,159</b>              | <b>\$ 4,553,642</b>              | <b>\$ 4,746,519</b>              | <b>\$ 5,257,212</b>              | <b>\$ 5,476,202</b>              |
| <b>City of Orlando</b>   | <b>\$ 20,208,199</b>             | <b>\$ 18,096,519</b>             | <b>\$ 18,984,076</b>             | <b>\$ 21,055,337</b>             | <b>\$ 22,020,374</b>             |
| Local Operating Support  | \$ 16,647,279                    | \$ 17,448,706                    | \$ 18,187,775                    | \$ 20,144,656                    | \$ 20,983,784                    |
| Capital Maintenance  | \$ 404,278                       | \$ 568,896                       | \$ 717,384                       | \$ 831,764                       | \$ 957,674                       |
| Insurance  | \$ 3,156,642                     | \$ 78,916                        | \$ 78,916                        | \$ 78,916                        | \$ 78,916                        |
| <b>Osceola County</b>  | <b>\$ 12,215,300</b>             | <b>\$ 11,178,890</b>             | <b>\$ 11,867,567</b>             | <b>\$ 13,204,424</b>             | <b>\$ 13,911,839</b>             |
| Local Operating Support  | \$ 9,675,217                     | \$ 10,140,045                    | \$ 10,569,543                    | \$ 11,706,754                    | \$ 12,194,400                    |
| Capital Maintenance  | \$ 705,650                       | \$ 992,984                       | \$ 1,252,163                     | \$ 1,451,809                     | \$ 1,671,578                     |
| Insurance  | \$ 1,834,433                     | \$ 45,861                        | \$ 45,861                        | \$ 45,861                        | \$ 45,861                        |
| <b>Total</b>   | <b>\$ 65,344,339</b>             | <b>\$ 61,785,926</b>             | <b>\$ 65,759,416</b>             | <b>\$ 73,215,390</b>             | <b>\$ 77,257,286</b>             |
| Local Operating Support  | \$ 50,894,339                    | \$ 55,273,926                    | \$ 57,612,971                    | \$ 63,809,929                    | \$ 66,465,906                    |
| Capital Maintenance  | \$ 4,450,000                     | \$ 6,262,000                     | \$ 7,896,445                     | \$ 9,155,461                     | \$ 10,541,380                    |
| Insurance  | \$ 10,000,000                    | \$ 250,000                       | \$ 250,000                       | \$ 250,000                       | \$ 250,000                       |

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**EXHIBIT "C"****PAYMENT SCHEDULE**

| QUARTERLY PAYMENT | AMOUNT          | COMMISSION DEADLINE<br>FOR PAYMENT |
|-------------------|-----------------|------------------------------------|
| 1                 | \$23,836,084.75 | JANUARY 1, 2025                    |
| 2                 | \$13,836,084.75 | FEBRUARY 15, 2025                  |
| 3                 | \$13,836,084.75 | MAY 17, 2025                       |
| 4                 | \$13,836,084.75 | AUGUST 17, 2025                    |

**PAYMENT BREAKDOWN**

| QUARTERLY<br>PAYMENT | Local Operating<br>Support | Capital Costs  | Self Insured<br>Retention<br>Account Funding | TOTAL           |
|----------------------|----------------------------|----------------|--|-----------------|
| 1                    | \$12,723,584.75            | \$1,112,500.00 | \$10,000,000                                 | \$23,836,084.75 |
| 2-4                  | \$12,723,584.75            | \$1,112,500.00 | N/A  | \$13,836,084.75 |

**Exhibit "D"****SCHEDULE OF FINANCIAL PROJECT NUMBERS**

|    |                |    |                |
|----|----------------|----|----------------|
| 1  | 455872-1-82-01 | 26 | 455872-4-82-01 |
| 2  | 455872-1-82-02 | 27 | 455872-4-82-02 |
| 3  | 455872-1-82-03 | 28 | 455872-5-82-01 |
| 4  | 455872-1-82-04 | 29 | 455872-5-82-02 |
| 5  | 455872-1-82-99 | 30 | 455872-5-82-03 |
| 6  | 455872-2-22-01 | 31 | 455872-5-82-04 |
| 7  | 455872-2-22-99 | 32 | 455872-5-82-05 |
| 8  | 455872-2-32-01 | 33 | 455872-5-82-07 |
| 9  | 455872-2-32-02 | 34 | 455872-5-82-08 |
| 10 | 455872-2-32-99 | 35 | 455872-5-82-09 |
| 11 | 455872-3-82-01 | 36 | 455872-5-82-10 |
| 12 | 455872-3-82-02 | 37 | 455872-5-82-11 |
| 13 | 455872-3-82-03 | 38 | 455872-5-82-12 |
| 14 | 455872-3-82-04 | 39 | 455872-5-82-99 |
| 15 | 455872-3-82-05 | 40 | 455872-6-82-01 |
| 16 | 455872-3-82-06 | 41 | 455873-1-82-99 |
| 17 | 455872-3-82-07 | 42 | 455873-3-82-01 |
| 18 | 455872-3-82-08 | 43 | 455873-3-82-02 |
| 19 | 455872-3-82-09 | 44 | 455873-4-82-01 |
| 20 | 455872-3-82-10 | 45 | 455873-4-82-02 |
| 21 | 455872-3-82-99 | 46 | 455873-4-82-99 |
| 22 | 455874-1-32-01 | 47 | 455874-3-82-01 |
| 23 | 455874-2-32-01 | 48 | 455874-4-82-01 |
| 24 | 455874-1-82-01 | 49 | 455874-5-82-01 |
| 25 | 455874-2-82-01 |    |                |



### THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), \_\_\_\_\_ ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name:  
Project #:  
County:

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

*The remainder of this page is blank.*

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

\_\_\_\_\_  
For FDOT-OOC (signature)

\_\_\_\_\_  
For PARTICIPANT (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

59-3024028  
\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FDOT Legal Review:

\_\_\_\_\_

\_\_\_\_\_  
For Escrow Agent (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**BANKING SERVICES AGREEMENT  
(PIGGYBACK AGREEMENT - FLORIDA)**

This Banking Services Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between **Central Florida Commuter Rail Commission d/b/a SunRail** (the “Customer”) and **JPMorgan Chase Bank, N.A.** (the “Bank”) (each may individually be referred to as a “Party” and collectively as the “Parties”).

**Recitals**

WHEREAS, the Customer has determined that it requires certain banking services to facilitate its financial operations.

WHEREAS, Central Florida Regional Transportation Authority d/b/a LYNX, (the “Original Customer”) issued a Request for Proposal (23-R10 Banking and Financial Related Services) (“RFP”) for the purpose of receiving proposals to provide banking services as described in the RFP (the “Services”).

WHEREAS, the Bank responded to the RFP and the Original Customer selected the Bank as the successful proposer to the RFP.

WHEREAS, the Bank and the Original Customer entered into a contract, as amended, pursuant to the RFP under which the Bank agreed to perform the Services for the Original Customer in accordance with the terms and conditions described therein (the “Main Contract”).

WHEREAS, the Customer has the legal authority and is duly authorized to purchase services from a vendor who has been awarded a contract procured pursuant to a competitive bid by another governmental entity when seeking to utilize the same or similar services provided for in said contract.

WHEREAS, the Customer has determined that the Original Customer selected the Bank through procedures substantially similar to the Customer’s own purchasing policies.

WHEREAS, the Customer desires to “piggyback” onto the Main Contract and wishes to receive the same or similar Services under such Main Contract as applicable to the Customer, and the Bank consents to the aforesaid “piggyback.”

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Bank agrees to provide the Services to the Customer, directly or through subsidiaries or affiliates, in accordance with the terms and conditions of the Main Contract, at the prices specified or described therein or as otherwise mutually agreed. Pricing for Services utilized by the Customer but not subject to the Main Contract pricing and additional services and options that the Customer may add in the future will be as mutually agreed, and if required, subject to execution of applicable documentation.
2. Description of the Agreement. The entire and integrated “Agreement” between the Customer and the Bank is comprised of the following documents: (i) this Banking Services Agreement (the “Base Agreement”); and the following documents incorporated herein by reference: (ii) the Main Contract; and (iii) the Account Terms, applicable Service Terms and related Bank documentation and such supplements, amendments, and additional service terms as may be provided from time to time (“Account Documentation”), to the extent applicable to the provision of Services to the Customer. In the event of any inconsistencies between the terms in the documents described in the preceding sentence, the order of precedence shall be as follows: this Base Agreement, the Main Contract, and the Account Documentation. All references to the Original Customer in the Main Contract shall be

construed for the purposes of this Base Agreement as applying to the Customer except as otherwise provided in this Base Agreement.

3. Term of the Agreement. The term of the Agreement is for an initial term beginning as of the Effective date through October 1, 2027. This Agreement may be extended by mutual consent of the Parties. The Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Main Contract with respect to the original parties thereto.
4. Notices. All notices given pursuant to this Base Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by ordinary mail, courier, electronic transmission, through internet sites, or by such other means as the Customer and the Bank may agree upon, at such address as either Party may from time to time specify to the other Party.
5. Representations and Warranties.
  - a. Each Party to this Base Agreement represents and warrants that this Base Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
  - b. Each Party to this Base Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Base Agreement to so execute the same and fully bind the Party on whose behalf he or she is executing.
  - c. Customer represents and warrants that the execution and performance of the Agreement does not violate any law, rule or regulation, or any duty arising in law or equity applicable to Customer, including without limitation, FS 287.056-057.
  - d. Customer further represents and warrants that its policies allow for “piggybacking” and that such policies and any related procedures have been duly complied with prior to entering into the Agreement.
6. Public Records. The Bank shall comply with Florida’s Public Records Laws, Chapter 119, Florida Statutes, and specifically agrees to:
  - a. Keep and maintain public records required by the Customer to perform the services under this Agreement.
  - b. Upon request from Customer’s custodian of public records, provide the Customer 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Bank does not transfer the records to the Customer.
  - d. Upon the completion of the Agreement, transfer, at no cost, to the Customer all public records in possession of the Bank or keep and maintain public records required by the Customer to perform the services. If the Bank transfers all public records to the Customer upon completion of the Agreement, the Bank shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bank keeps and maintains public records upon completion of the Agreement, the Bank shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer’s custodian of public records, in a format that is compatible with the information technology systems of the Customer.

**e. IF THE BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS.**

7. Foreign Country of Concern. The Bank affirms and represents that in accordance with Chapter 287.138, Florida Statutes, it is not owned by the government of a Foreign Country of Concern (as defined in Chapter 287.138(1)(c), Florida Statutes); the government of a Foreign Country of Concern does not have a controlling interest in the Bank; and it is not organized under the laws of or have its principal place of business in a Foreign Country of Concern.
8. Miscellaneous.
- a. This Base Agreement, together with the documents incorporated by reference, constitutes the entire agreement of the Parties hereto and supersedes any prior understanding or agreement between the Parties respecting the within subject matter.
  - b. Neither Party shall be deemed to have waived any right or remedies under this Agreement unless such waiver is in writing and signed by the waiving Party. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
  - c. This Base Agreement may be amended only as otherwise provided by its terms, or upon mutual agreement of the Parties as made in writing duly executed by the persons designated by each Party.
  - d. In case any provision of this Base Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Base Agreement shall remain operative and binding on the Parties.
  - e. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
  - f. This Base Agreement, the Main Agreement and the rights and obligations of the parties thereunder, shall be construed and interpreted in accordance with applicable federal law and the laws of the State of Florida, without regard to its conflicts of laws principles. The Customer and the Bank consent to a court of competent jurisdiction located in the State of Florida.
  - g. This Base Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The parties agree electronic, portable document format (PDF), and digital signatures are the same as handwritten signatures for purposes of validity, enforceability and admissibility.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Base Agreement to be executed by their respective authorized officers as of the Effective Date.

**Central Florida Commuter Rail Commission d/b/a SunRail**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JPMorgan Chase Bank, N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1277**

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**Title:**

Approve the Master Commercial Card Agreement (MCCA) via Pasco County Contract number MCCA-080823 with JPMorgan Chase Bank, N.A. (JPMorgan) for the County's Purchasing Card (P-Card) Program and authorize the Purchasing Manager to execute the documents, attested by the County Attorney's Office. (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Resource Management

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Tammy Roberts/407-665-7112

**Background:**

The Seminole County P-Card Program was initiated in 2006 with an Agreement between the Clerk of the Circuit Court and Comptroller's Office and Truist, previously SunTrust. The current P-Card Program has approximately 237 active participants under the Board of County Commissioners, plus the Clerk of the Circuit Court and Comptroller, Supervisor of Elections and Property Appraiser also participate in the agreement with an approximate total annual spend of \$10m.

In February 2023 Resource Management and Clerk's Finance met with Truist to discuss lapses in service and discuss opportunities for Truist to deliver service to Seminole County. In subsequent months no changes were noted to improve the service. Purchasing & Contracts Division researched RFPs within Florida and found the three banks most used were Truist, Bank of America, and JPMorgan/Chase through solicitation or piggyback agreement. Surveys of the surrounding agencies found that the Seminole County School Board, Sarasota County, and Charlotte County utilize Bank of America via The Florida Department of Management Services



solicitation and award in 2016. The State contract expires January 4, 2026.

In 2021, Lake County solicited proposals and evaluated eight (8) responses, considering technical and pricing factors as well as existing Florida-based contracts. They opted to piggyback Martin County contract with JPMorgan/Chase. In 2023 Lake County worked with JPMorgan Chase to piggyback the City of St. Petersburg contract for improved rebates and additional banking services.

In April of 2022, the Pasco County Purchasing Department solicited a Request for Proposal (RFP) for a P-Card program. On August 8, 2023, the Pasco County Board of County Commissioners approved the award to JPMorgan. The following entities are also utilizing JPMorgan Chase for their P-Card programs: Pasco County, City of Orlando, Orlando Utilities Commission (OUC), School District of Manatee County, School District of Pasco County, Flagler County Public Schools, Pinellas County Schools, City of St Petersburg, Lake County, and The Villages.

In May of 2024 Resource Management and Clerk's Finance met with Bank of America to review the State contract and view the platform available for processing the Purchase Card program. The team also met with the Purchasing Manager from Lake County to inquire of their contract with JPMorgan Chase and how the platform was working for their processes. In July, the team met with JP Morgan Chase to view their platform.

Currently, Seminole County is receiving rebate percentages from Truist at a rate of 0.0135 and 0.0035 totaling \$118,278 for 2023. JPMorgan Chase is offering via the Pasco County Contract 0.0185, 0.0095, and 0.0015 totaling \$166,230 for the same spend.

The Pasco County Contract with JPMorgan Chase Bank, N.A. (JPMorgan) for Purchasing Card (P-Card) Program has an initial term of five (5) years from August 8, 2023, and automatically renews for three (3) successive one-year terms unless earlier terminated, through August 7, 2031.

**Requested Action:**

Staff requests the Board approve the Master Commercial Card Agreement (MCCA) via Pasco County Contract number MCCA-080823 with JPMorgan Chase Bank, N.A. (JPMorgan) for the County's Purchasing Card (P-Card) Program and authorize the Purchasing Manager to execute the documents, attested by the County Attorney's Office.

APPROVED  
IN SESSION

AUG 08 2023

PASCO COUNTY  
BCC

## MASTER COMMERCIAL CARD AGREEMENT

Version 2.4

This Master Commercial Card Agreement, which comprises the Master Terms together with any exhibits and Local Schedules attached thereto, as amended, supplemented or replaced from time to time (the "**Master Agreement**"), is made and entered into as of Aug 8, 2023 (the "**Effective Date**") and sets forth the terms and conditions under which JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("**Bank**") shall provide commercial card services to **Pasco County, a political subdivision of the state of Florida, by and through its Board of County Commissioners ("Client")** who executes this Master Agreement. Client and Bank may be referred to in this Master Agreement individually as "**Party**" and collectively as the "**Parties**". For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Client and Bank hereby agree as follows:

### MASTER TERMS

#### 1. Definitions

Each capitalized term used in this Master Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

**Account** means each account established in the name of Client pursuant to this Master Agreement.

**Affiliate** means i) a Pasco County, FL Constitutional Office; or ii) an entity controlling, controlled by, or under common control with, directly or indirectly, a Party to this Master Agreement. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

**Applicable Law** means all federal, state, county and other local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by the United States government and/or State of Florida government, any authority, department or agency thereof, or any regulatory or self-regulatory organization that apply to a Party's obligations under the Master Agreement.

**Business Day** means a day on which Bank is open for business as identified in the applicable Local Schedule, see attached Exhibit B.

**Card** means a Network-branded card that is issued to Cardholders by Bank upon the request of Client and approval by Bank, and includes any plastic card bearing a card number and accounts and card numbers with no associated plastic card, which includes Virtual Card Accounts.

**Card Request** means a written or electronic transmittal from Client, requesting Bank to issue a Card(s).

**Cardholder** means: (A) an individual in whose name a Card is issued upon proper request by Client, and (B) any person or entity authorized by Client or named Cardholder by Client to use a Card.

**Cardholder Agreement** means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder Agreement, as may be modified from time to time after notification to the client, attached hereto as Exhibit D.

**Cardholder Credit Limit** means the maximum spending limit established in relation to a Cardholder.

**Corporate Liability** means, to the extent provided by Applicable Law and without waiving any immunities as provided by law, Client is solely liable for the Transactions, subject to the Master Agreement and any Cardholder Agreement.

**Credit Card Network or Network** means either MasterCard International, Inc. or Visa U.S.A., Inc., as applicable. The Guide to Visa U.S.A. benefits are attached hereto as Exhibit C.

**Credit Limit** means the maximum spending limit established for Client in connection with the Program.

**Cycle** means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

**Fraudulent Transactions** means transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied or apparent authority for such use, and which Cardholder or Client receives no direct or indirect benefit.

**Joint and Several Liability** means, to the extent provided by Applicable Law and without waiving any immunities provided for under the law, Client and Cardholder are jointly and severally liable for the Transactions, subject to the Master Agreement, and the Cardholder Agreement.

**Local Schedule** means a schedule to this Master Agreement which sets forth the terms and conditions applicable to the commercial card Programs provided to Client in a particular geographic region or country. See Exhibit B

**Marks** means the name, trade name, and all registered or unregistered service marks of Client, the Network and Bank.

**Program** means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Master Agreement.

**Systems** means the systems through which Client can access Account and Transaction data and reports.

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest).

**Tax Deduction** means a deduction or withholding for or on account of Tax from a payment under the Master Agreement.

**Transaction** means a purchase, a cash advance, fees, charges or any other activity charged to an Account in respect of a Card.

**Virtual Card Account or Single-Use Account** means a one-time virtual card number generated for a single transaction.

## 2 Certain Bank Services

- A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall establish Accounts in the name of Client and, where applicable, issue Cards to employees and authorized representatives of Client who are approved by Bank and are designated and authorized by Client to incur legitimate business expenses on Client's behalf. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.
- B. Extension of Program. Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend the Program to Client's Constitutional Offices. Client is responsible as principal obligor for all obligations under the Master Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its Constitutional Offices and their respective Cardholders and **waives** any defenses or offsets available to such Constitutional Offices). Client shall cause each of its Constitutional Offices and their respective Cardholders to comply with the Master Agreement.
- C. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or Client's Constitutional Offices or any Card to an employee or authorized representative of Client or Client's Constitutional Offices or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**").
- D. Receipt Image Services. For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order to make Receipt Images available through the System, Client shall first attach to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Images will be made available online through the System for a maximum of thirty-six (36) months ("**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

## 3 Obligations of Client

In connection with the Program, Client shall:

- A. Submit Card Requests in the form and via the method required by Bank, which is pursuant to the application and subject to change from time to time upon notice to the client. Client shall not give, nor cause or permit to be given, any Card to a Cardholder before the Cardholder application process defined by Bank is completed.
- B. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for Client's business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of Bank suspending a Card or refusing to issue any further Cards, closing an Account, or ending the Cardholder Agreement; (iv) of revisions to any guide to the use of Cards (if applicable); and (v) of the extent, if any, to which Bank will provide Transaction and Account information to third Parties at Client's request.
- C. Use commercially reasonable efforts: (i) to safeguard Accounts using reasonable security procedures; (ii) where applicable, to maintain a process ensuring timely and accurate reimbursement of all Transactions to its Cardholders; (iii) not to exceed the Credit Limit; (iv) to collect and destroy any Cards which are no longer required; and (v) to the extent that Cardholder Agreements and Cardholder documentation are provided, cause Cardholders to comply with the Cardholder Agreements and Cardholder documentation.

- D. If not previously provided to the actual and prospective Cardholder by Bank, provide to each actual and prospective Cardholder, in accordance with Bank's instructions, Cardholder documentation supplied by Bank, as may be provided to Client from time to time upon notice to the client.
- E. Immediately notify Bank: (i) of any Card or any Account which is no longer required; and (ii) by phone of any Card that Client knows, or suspects has been lost, stolen, misappropriated, improperly used or compromised. In connection with Client's notifications obligations described herein and notwithstanding anything to the contrary contained in this Master Agreement:
- i. Liability for Fraudulent Transactions Following Notification. Client shall not be liable for any Fraudulent Transactions made on a Card under any Account after the effective time of such notification to Bank of such Fraudulent Transaction.
  - ii. Liability for Fraudulent Transactions Prior to Notification. Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions made on a Card under any Account prior to the effective time of such notification to Bank of such Fraudulent Transactions.
  - iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that, subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate its Program in accordance with the following fraud reduction requirements:
    - a. Client must block required high risk merchant category codes ("MCCs") identified by Bank and presented to Client, attached hereto as Exhibit E, and
    - b. Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Account and Transaction data; and
    - c. Client must comply with all other requirements as Bank may reasonably require from time to time and provided to Client in writing and with a reasonable amount of time to comply.
- If Client fails to comply with its obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (1) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from Client's rebate.
- F. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client, and in any event within sixty (60) calendar days of the last day of the Cycle. Should the sixty day fall on a date that is not a Business Day as set forth in the Local Schedules, Attached as Exhibit B, Client shall have until the next available Business Day to notify the Bank. Notification shall be in writing via U.S. Mail or via electronic mail to the Bank. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client or, subject to any Cardholder Agreement and in the case of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Bank shall not be liable to Client where notice is received after such sixty (60) calendar day period unless specified in the Local Schedule, attached as Exhibit B. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- G. Provide any required notification as set forth in this Master Agreement or obtain authorization under applicable privacy or data protection legislation.
- H. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Card holder or Client or the identity or financial condition of Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- I. Make payments for all Transactions posted to Accounts, except for Fraudulent Transactions, subject to Section 3.E., no later than the payment date (the "Payment Date"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement. Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees as set out in Exhibit A to the Master Agreement. If collection is initiated by Bank, Client shall be liable for payment of Bank's reasonable attorneys' fees and other costs and expenses of collection.
- J. In the case of Corporate Liability Programs, to the extent provided by law and without waiving any immunities, be solely liable for all Transactions and Client's obligations shall be enforceable regardless of the validity or enforceability of a Cardholder's obligations. In the case of any Joint and Several Liability Account, Client shall pay Bank, within ten (10) calendar days of written notice, for any Transactions not paid by a Card holder within one hundred and twenty (120) calendar days of the first billing in respect of the relevant Transaction.

- K Unless otherwise provided to Bank, provide Bank with such financial statements and other related information annually, or as otherwise requested by Bank in form and in such detail as Bank may reasonably request.
- L Use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards and whom Client authorizes to use the Cards are not identified on a prohibited government sanctions list, or otherwise subject to a sanctions program applicable to Client.

#### **4. Credit Limits and Certain Bank Rights**

- A Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. The establishment of a limit does not prevent such limit from being exceeded and, subject to the Master Agreement, Client is responsible for all amounts including such amounts that exceed a limit.
- B Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account; or issue any Card or (vi) require MCC authorization restrictions in connection with a Program; (vii) apply or offset any credit balance hereunder to the payment when due of any amount owing under this Master Agreement; (viii) offset any obligation of Client to Bank under this Master Agreement or otherwise against any obligation Bank owes to Client.

#### **5. System Access**

- A Client shall adhere to all applicable license agreements, security procedures, and terms and conditions regarding the System, which are viewable upon logging into the System as a link under 'PaymentNet Terms and Conditions', 'Privacy Policy' and 'Security Best Practices' at [www.PaymentNet@JPMorgan.com](http://www.PaymentNet@JPMorgan.com).
- B Client agrees that any access, Transaction, or business conducted on the System is presumed by Bank to have been in Client's name for Client's benefit, unless otherwise notified by the Client of unauthorized use.
- C Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank from the Client via the System. Bank may rely and act upon all Client instructions and messages issued with valid credentials.
- D From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

#### **6. Representations and Warranties**

Each Party represents, warrants and covenants that it will comply with Applicable Laws in connection with the performance of its obligations under the Master Agreement. Each Party represents and warrants that this Master Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of the Master Agreement: (A) does not breach any agreement of such Party with any third party, (B) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (C) are within its organizational powers, and (D) has been authorized by all necessary organizational action of such Party and validly executed by a person(s) authorized to act on behalf of such Party. Client also represents, warrants and covenants that it will use its commercially reasonable efforts to ensure that the Accounts and the Cards shall only be used for Client's business purposes. Client also represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards to and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Master Agreement and/or cancel any of the Accounts at any time if Bank determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to Client or Bank. EXCEPT AS SET FORTH IN THIS MASTER AGREEMENT OR IN ANY LOCAL SCHEDULE, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **7. Fees and Charges**

Bank may change the fees and charges payable by Client at any time, provided that Bank notifies Client at least thirty (30) days prior to the effective date of the change or such other period as is specified in the applicable Local Schedule. Bank's periodic statements represent the official record of amounts due and owing by Client to Bank regardless of the method(s) by which Client elects to receive invoice information from Bank (e.g., in electronic form, mappers or other methods). Client acknowledges that it has an obligation to verify and reconcile its payment obligations to Bank's periodic statements. Client and Bank agree that all periodic statements shall be sent or made available electronically unless otherwise agreed to in writing. Client specifically agrees to the delivery and receipt of or access to such electronic periodic statements.

## 8. Term and Termination

- A. This Master Agreement shall commence as of the Effective Date and continue in full force and effect for a period of five (5) years unless otherwise terminated in accordance with the terms of this Section 8. Thereafter this Master Agreement may be renewed for up to three (3) one year terms if mutually agreed to in writing by both parties.
- B. Either Party may terminate this Master Agreement for any or no reason upon sixty (60) calendar days prior written notice to the other Party.
- C. Either Party may terminate this Master Agreement immediately upon the occurrence of one or more of the following events: (i) the other Party's violation of Applicable Law, (ii) the liquidation, insolvency or dissolution of the other Party, (iii) the voluntary or involuntary filing of bankruptcy proceedings or similar proceedings with respect to the business of the other Party, or (iv) with the exception of a payment obligation, a Party's breach of a material obligation under this Master Agreement that is not cured within thirty (30) calendar days following receipt of written notice of the breach from the non-breaching Party.
- D. In addition, Bank may immediately (a) terminate this Master Agreement, (b) terminate one or more services provided for in this Master Agreement, and/or (c) terminate one or more Cards upon the occurrence of one or more of the following events: (i) Client fails to remit any payment in accordance with the terms of this Master Agreement, (ii) there is a default by Client or its parent, subsidiary or affiliate in the payment of any debt owed to Bank or a Bank-related entity under any other agreement, (iii) there is a material adverse change in the business, operations or financial condition of Client, or (iv) any representation or warranty made by the Client or any financial statement or certificate furnished to Bank, shall prove to be inaccurate, false or misleading in any material respect when made.
- E. This Master Agreement shall terminate immediately upon the termination of all Accounts issued pursuant to this Master Agreement.
- F. In the event of termination of this Master Agreement by Bank in accordance with Section 8.C or Section 8.D above, Client shall immediately pay all amounts owing under the Agreement, without set-off or deduction.
- G. In the event of termination of the Master Agreement for any reason other than by Bank in accordance with Section 8.C or 8.D above, Client shall pay all amounts due and owing under this Master Agreement in accordance with the settlement terms of the Program, without set-off or deduction.
- H. Upon termination of this Master Agreement for any reason, Client shall promptly destroy all physical Cards furnished to Cardholders.
- I. Client (upon notice to Bank) may suspend or terminate any Account or any Card under any Account at any time and for any reason.
- J. After this Master Agreement or any Local Schedule terminates or expires, the terms of this Master Agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect. Notwithstanding anything to the contrary contained in this Section 8, the provisions of this Master Agreement shall remain in effect until all Cards and Accounts have been cancelled.

## 9. Limitation of Liability

- A. In the event of litigation, either party shall be liable only for actual damages which the other client suffers or incurs as a direct result of negligence or wilful misconduct of the other and shall not be liable for any other loss or damage of any nature.
- B. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR THE LIKE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EACH OF WHICH ARE EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES HEREIN REGARDLESS OF WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 10. Confidentiality

Except as expressly provided in this Master Agreement, all information furnished by either Party in connection with this Master Agreement, the Program or Transactions shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Master Agreement, (B) is or becomes lawfully obtainable from other sources who are not under a duty of confidentiality, (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is developed independently by the receiving Party without use of the disclosing Party's confidential information; (E) is in an aggregate form non-attributable to the disclosing Party; (F) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies, (G) is required by Applicable Law, including but not limited to the Florida Public Records Act to be disclosed and notice of such disclosure is given (when legally permissible) to the disclosing Party, or (H) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (G), when practicable and not



an impediment to fulfilling the requirements of the law, shall be given sufficiently in advance of the disclosure to permit the other Party to take legal action to prevent disclosure. Bank may also disclose confidential information to service providers, the Networks, and any other authorized third parties in connection with Bank's provision of Program services; provided, that these authorized third parties are subject to obligations of confidentiality at least as restrictive as those set forth in this Section 1Q

## 11. Miscellaneous

- A. Except as otherwise mutually agreed, neither Party shall use the Marks of the other Party without its prior written consent. If Client elects to have its Marks embossed on the Cards or provide them to Bank for other uses, Client hereby grants Bank a non-exclusive limited license to use the Marks for the foregoing purposes.
- B. If any provision of this Master Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth in this Master Agreement. The failure of either Party hereto to enforce any right or pursue any remedy hereunder shall not be construed to be a waiver thereof.
- C. Bank and Client will at all times be independent contractors. In furtherance of the Parties' mutual interests in this Master Agreement, no third party will be deemed an intended or unintended beneficiary of this Master Agreement. This Master Agreement is enforceable only between the Parties hereto and shall not be subject to any actual or implied right or obligations of, or commitment to, any third party without the prior written consent of either Party.
- D. In the regular course of business, Bank may monitor, record and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders. The Bank shall notify Client or Cardholder when any such action is occurring.
- E. This Master Agreement shall be binding upon and inure to the benefit of Client and Bank and their respective successors and permitted assigns. This Master Agreement, or any of the rights or obligations hereunder, may not be assigned by either Party without the prior written consent. Notwithstanding the foregoing, the Bank may assign any of its rights or obligations hereunder to any subsidiary or affiliate of its parent company without consent of Client.
- F. This Master Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous proposals, understandings, representations, negotiations, and agreements of any kind, whether written, oral, expressed or implied, relating to the subject matter thereof. This Master Agreement may be amended or waived, subject to Applicable Law, only by notice to Client in writing from Bank.
- G. This Master Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.

## H SECTION INTENTIONALLY DELETED

- I. Unless Client provides Bank with a valid applicable exemption certificate or other proof of exemption, Client will pay or reimburse Bank upon demand for any taxes, levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Master Agreement, any Account or any Transactions, except if imposed on the overall net income of Bank. If a Tax Deduction is required by law, the amount of the payment due to Bank from Client will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due to Bank if no Tax Deduction had been required.
- J. Neither Bank nor Client shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations under this Master Agreement, if such non-performance or delay is caused directly or indirectly by an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or other natural disaster or any cause beyond its reasonable control.
- K. Any disputes between the Parties hereto concerning this Master Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to choice of law provisions thereof. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING OUT OF, BY REASON OF, OR RELATING TO THIS AGREEMENT, THE INTERPRETATION THEREOF OR TO ANY TRANSACTIONS HEREUNDER. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES.
- L. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).
- M. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in a country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such

affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

- N. All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, or through internet sites, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, or by electronic transmission.
- O. If any credit arises on an Account with respect to a Card (for example as a result of a duplicate payment, merchant refund or refund for a disputed transaction), Bank will apply the credit to offset any amount owed to Bank, either then or at any later time, under this Master Agreement. Bank may at its option pay it to the relevant Cardholder or Client using any method chosen by Bank.

**IN WITNESS WHEREOF**, the Parties have caused this Master Agreement to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By: John T. McAuley

Name: JOHN T. MCAULEY

Title: AUTHORIZED OFFICER

4

**Client Authorization:** The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Master Agreement. The undersigned certifies to Bank that the governing body of Client has taken an appropriate and binding measure authorizing Client to enter into and perform its obligations under this Master Agreement and that appropriate and binding measure was (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above in the form of an agenda item and minutes of the Board of County Commissioner meeting reflecting the vote taken.

**PASCO COUNTY, FLORIDA, through its Board of County Commissioners**

By: Jack Mariano

Name: Jack Mariano

Title: Chairman of the Board of County Commissioners

APPROVED  
IN SESSION

AUG 08 2023

PASCO COUNTY  
BOC

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

**Client Attestation:** The undersigned constitutional officer, the Pasco County Clerk of Courts and Comptroller who acts as Clerk to the Board of County Commissioners, hereby certifies that the Chairman signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Master Agreement and that the person signing above on behalf of Client, whose execution of this Master Agreement was witnessed by the undersigned, is an constitutional officer of Client possessing authority to execute this Master Agreement. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By: Nichole Alvarez-Sowles

Name: Nichole Alvarez-Sowles

Title: Pasco County Clerk & Comptroller

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.



## EXHIBIT A to the Master Terms FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

**"Average File Turn"** has the meaning given to it in Section 3.A.i .

**"Combined Net Charge Volume"** means the sum of U.S. Net Charge Volume and U.S. Net Virtual Card Charge Volume.

**"Combined Total Charge Volume"** means the sum of U.S. Total Charge Volume and U.S. Total Virtual Card Charge Volume.

**"Contract Year"** means a 12-month period beginning on the Effective Date of this Agreement or any anniversary of such date.

**"Credit Losses"** means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

**"Discount Interchange Rate Transactions"** means transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

**"Discount Interchange Rate Transaction Volume"** means total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on either the interchange rate or Supplier Fee of each transaction as follows:

- **"Discount Interchange Transaction Volume Category 1"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee at or above 1.00% (interchange rate or Supplier Fee from 1.00% - 1.99%).
- **"Discount Interchange Transaction Volume Category 2"** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00% (interchange rate or Supplier Fee from 0.00% - 0.99%).

**"Fraudulent Transactions"** means transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

**"J.P. Morgan Virtual Connect Network"** means Bank's proprietary payments technology platform to which merchants may register to receive payment from Client in connection with Client's Program(s).

**"Settlement Terms"** means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

**"Supplier Fee" or "Merchant Transaction Fee Rate"** means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Client for Transactions made through the J.P. Morgan Virtual Connect Network.

**"U.S. Net Charge Volume"** means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Virtual Card Charge Volume.

**"U.S. Net Virtual Card Charge Volume"** means total charges made on any and all U.S. dollar issued Virtual Card Accounts, net of returns, cash advances and Fraudulent Transactions. U.S. Net Virtual Card Charge Volume does not include any Discount Interchange Rate Transaction Volume.

**"U.S. Total Charge Volume"** means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Purchasing Card Program(s).

**"U.S. Total Virtual Card Charge Volume"** means the sum of U.S. Net Virtual Card Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Virtual Card Account Program(s).

## 2 REBATES

### A Volume Rebate

Bank will pay Client a rebate based on the annual Combined Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual Combined Net Charge Volume, subject to the rebate adjustments below.

| Combined<br>U.S. Purchasing Card and U.S. Virtual Card Programs |  |
|---|--|
|   | Volume Rebate Rate applied to annual Combined Net Charge<br>Volume by Program Settlement Terms |
| Annual Combined Total Charge Volume at or above:                | Settlement Terms @30 & 14  |
| \$1,000,000   | 1.50%  |
| \$4,000,000   | 1.65%  |
| \$7,000,000   | 1.75%  |
| \$10,000,000  | 1.85%  |
| \$12,500,000  | 1.88%  |
| \$15,000,000  | 1.90%  |
| \$17,500,000  | 1.93%  |
| \$20,000,000  | 1.95%  |
| \$25,000,000  | 2.00%  |
| \$30,000,000  | 2.01%  |
| \$35,000,000  | 2.02%  |
| \$40,000,000  | 2.03%  |
| \$45,000,000  | 2.04%  |
| \$50,000,000+   | 2.05%  |

### B Discount Interchange Rate Transaction Rebate

Should Client achieve the minimum annual Combined Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

| Combined<br>U.S. Purchasing Card and U.S. Virtual Card Programs |                           |
|---|---------------------------|
| Discount Interchange Rebate Rate Categories                     | Settlement Terms @30 & 14 |
| Category 1  | 0.95%                     |
| Category 2  | 0.15%                     |

## 3 REBATE ADJUSTMENTS

### A Average File Turn Adjustment

#### i Programs Contracted on Settlement Terms of 30 & 14

- a For purposes of this Section 3.A.i, "Average File Turn" means the annual average outstanding balance for Programs contracted on Settlement Terms of 30 & 14 (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge Volume associated with Programs contracted on Settlement Terms of 30 & 14, multiplied by 365.

The Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a calendar year/Contract Year ("**Average File Turn Adjustment**").

Programs with Settlement Terms of 30 & 14 will have an Average File Turn of 29 if Client spends ratably throughout each Cycle. The Average File Turn Adjustment for Client's Program(s) with Settlement Terms of 30 & 14 is calculated by determining the difference between Client's actual Average File Turn for such Program(s) and 29. If Client's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the actual Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

- ii. If Client's actual Average File Turn under Section 3.A.i is greater than 45 days, Client will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

**B. Interchange Rate or Supplier Fee Adjustment**

In the event of a reduction in either interchange rates by the Credit Card Networks or Supplier Fee, Bank reserves the right to adjust the rebate rates and fees accordingly.

**4. GENERAL REBATE TERMS**

**A. Annual Rebates**

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.

- B. To qualify for any rebate payment, all of the following conditions must be met.

- i. Client is not in default under the Agreement at the time of rebate calculation and payment.
- ii. Account(s) must be current at the time of rebate calculation and payment.
- iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).
- iv. Settlement of any centrally billed account must be made by automatic debit.

**5. SETTLEMENT TERMS**

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. Purchasing Card and U.S. Virtual Card Program(s).

**6. FEES**

**United States - Purchasing Card and Virtual Card**

The following are the fees associated with U.S. Purchasing Card and U.S. Virtual Card programs:

| <b>STANDARD SERVICES AND FEES</b>   |   |
|-------------------------------------|---|
| Late payment charge                 | Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter |
| International transaction           | 1.5% of the US Dollar amount charged ( <b>WAIVED for Visa Virtual Card Transactions only</b> )                                    |
| Standard card                       | \$0.00  |
| <b>ADDITIONAL SERVICES AND FEES</b> |   |
| Cash advances                       | 2.5% of amount advanced (\$2.50 minimum with no maximum)  |
| Convenience check                   | 2% of check amount (\$1.50 minimum with no maximum)   |

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

## Exhibit B to the Master Terms

### LOCALSCHEDULEFORTHEUNITEDSTATES

This Local Schedule for the United States ("**U.S. Schedule**") sets forth the terms and conditions that will apply to Bank's establishment of Accounts in the name of Client and/or one or more Client's Constitutional Offices and issuance of Cards to its and their respective employees and authorized representatives in the United States. This U.S. Schedule is made a part of and incorporated into the Master Terms as though fully set forth therein. If a provision of this U.S. Schedule conflicts with the Master Terms, the provision of this U.S. Schedule will prevail.

#### I. Overview

Bank shall issue Cards under the Program in the United States ("**U.S. Program**") in United States Dollars, and Client may participate in the U.S. Program subject to the terms of this U.S. Schedule.

#### II. Definitions

Capitalized terms used but not defined in this U.S. Schedule will have the meanings given to them in the Master Terms. For purposes of this U.S. Schedule, the following terms shall be defined as set forth below:

**Business Day** means a day on which Bank and Federal Reserve Banks are open for business. The Bank and Federal Reserve Banks are open for Business Monday - Friday unless it is a Bank or Federal Reserve Bank acknowledged holiday. For 2023, the Bank and Federal Reserve Banks are not open on the following acknowledged holidays: **New Year's Day** (January 1, 2023), Martin Luther King, Jr. (Monday, January 16, 2023), Washington's Birthday (Presidents' Day) (Monday, February 20, 2023), Memorial Day (Monday, May 29, 2023), Juneteenth National Independence Day (Monday, June 19, 2023), Independence Day (Tuesday, July 4, 2023), Labor Day (Monday, September 4, 2023), Veterans' Day (Saturday, November 11, 2023), Thanksgiving Day (Thursday, November 23, 2023), and Christmas Day (Monday, December 25, 2023). Annually, if requested by the Client, the Bank shall provide the Client with a schedule of that year's holidays for the Bank and the Federal Reserve.

**International Transaction** means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

#### III. Certain Additional Terms

Client represents and warrants that the Cards and Accounts to be issued and established under this U.S. Schedule are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts. Client shall retain such applications (paper or electronic) for any Card when such application is not provided to Bank, for a period as defined in the State of Florida General Records Retention Schedule for State and Local Government Agencies GS1-SL but no less than twenty-five (25) months after the application has been received and acted upon, whichever is a greater period of time.

#### IV. Fees and Incentives

The fees and charges and incentives (if any) related to this U.S. Schedule are set forth on **Exhibit A to the Master Terms**.

#### V. Notices

All notices and other communications required or permitted to be given under this U.S. Schedule shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, or through internet sites, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, or by electronic transmission.

#### VI. International Transactions and Fees

If an International Transaction is made in a currency other than U.S. dollars, the applicable Network will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the International Transaction occurred or when the Card was used. Bank reserves the right to charge an International Transaction Fee, as specified herein. The International Transaction fee will be calculated on the U.S. dollar amount provided to Bank by the Network.

## **VII. Governing Law**

This U.S. Schedule and any matters arising out of or in relation to this U.S. Schedule shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflicts of that State.

## **VIII. Compliance with Public Records Act.**

The Bank shall allow public access to documents and materials made or received pursuant to this Master Agreement by either party in accordance with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the Bank shall (a) keep and maintain public records required by the Client's to perform the services under the Agreement; (b) upon request from the Client's custodian of public records, provide the Client's 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 for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from the 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 Bank does not transfer the records to the Client's; and (d) upon completion of the contract, transfer, at no cost to the Client, all public records in possession of the Bank. Upon transfer, the Bank shall destroy any duplicate public records that are exempt or confidential and exempt from the public records requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client. All documentation produced as part of this Agreement will become the property of the Client. This paragraph shall survive the expiration or termination of this Master Agreement.

**IF THE BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: PURCHASING DEPARTMENT, CHRISTOPHER ARNONE, 7536 STATE STREET, SUITE 221, CARNONE@PASCOCOUNTYFL.NET, 727-847-8194 EXT. 8436.**

Under Florida law, a Bank who fails to provide the public records to the Client within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Master Agreement and may serve as grounds for termination of this Master Agreement.

## **IX. RETENTION OF DOCUMENTS**

All documents prepared or obtained under this Master Agreement are the property of the Client without restriction or limitation on their use and shall be made available upon request to the Client at any time.

Said records and documentation shall be retained by the Bank in accordance with its data retention policies and practices as may be applicable from time to time until the expiration of the applicable statute of limitations, but in no event beyond six (6) years from the date of the relevant transaction and made available to the Client for a minimum of five (5) years from the date of termination of the Master Agreement. Upon reasonable notice, the Client shall have the right to audit, inspect, and copy all such directly pertinent records and documentation that are directly related to transactions performed under this Master Agreement as often as the Client deems necessary during the term of this Agreement and during the above referenced five (5) year period at actual costs; provided, however, such activity shall be conducted only during normal business hours. If agreed to by the parties, the Bank shall retain records and supporting documentation until further notified. Notwithstanding the foregoing or anything to the contrary in this Master Agreement, the Client acknowledges that Bank does not permit general inspections or general third party audits due to the confidentiality and security obligations related to financial and customer data required of financial institutions and that the Client shall not be entitled to access any examination reports or filings made by or to the Bank's regulators or other applicable supervisory authorities or any other data or information that the Bank is precluded by contractual commitment, regulation, or other applicable law from disclosing to third parties.

## **X. CONFLICT OF INTEREST**

The Bank represents that, to the best of its knowledge and belief, it presently has no interest, either direct or indirect, that may or could conflict in any manner with the performance of the services required by this Master Agreement, and which Interest has not been disclosed to the Client in writing. Bank has banking and other business relationships in the ~~normal~~ course of business with various persons or entities, which may include employees, officers, directors, etc. of Client. Such relationships generally are governed by our

usual and customary terms and conditions. The Bank's Code of Conduct prohibits any employee in general from acting on behalf of the bank in any transaction or business relationship involving such employee, members of his/her family, or other persons or organizations with which such employee or his/her family have any significant personal connection or financial interest.

Bank and its affiliates may be providing treasury services, debt financing, equity capital or other services (including financial advisory services) to other companies, organizations or governmental entities with which you may have conflicting interests. Bank does not believe that the provision of such services, products or financing arrangements in the ordinary course of its business to any such entity would interfere with its ability to provide the services under this Master Agreement.

#### **XI. E-VERIFY**

EFFECTIVE JANUARY 1, 2021, A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE CLIENT) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE MASTER AGREEMENT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE MASTER AGREEMENT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA STAT.

IF A PUBLIC EMPLOYER HAS TERMINATED A CONTRACT WITH A CONTRACTOR FOR FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH ABOVE, THE CONTRACTOR MAY NOT BE AWARDED A PUBLIC CONTRACT FOR AT LEAST ONE YEAR AFTER THE DATE ON WHICH THE CONTRACT WAS TERMINATED.

THE CLIENT RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE CLIENT AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A CLIENT RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE CLIENT AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL CONTRACTS.

#### **XII. SCRUTINIZED COMPANIES**

The Bank hereby certifies in accordance with § 287.135 (5), Fla. Stat. that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Further, at the time of entering into this Master Agreement, the Bank is not participating in a boycott of Israel. Should the Bank's certification be discovered to be false backed on credible information available to the public, such false certification is grounds for termination of this Master Agreement by the Client in accordance with § 287 .135, Fla. Stat.

### **XIII. EXHIBITS:**

Exhibit C - Visa Guide to Benefits

Exhibit D - Cardholder Agreement

Exhibit E - MCC Worksheet

## JPMorgan Chase Bank, National Association

### CERTIFICATE

I, Alysee N. Pelletier, do hereby certify that I am a duly appointed Assistant Corporate Secretary of JPMorgan Chase Bank, National Association, a national banking association formed under the laws of the United States (the “**Bank**”), and that set forth below is a true and correct copy of a resolution duly adopted by the Board of Directors of the Bank on March 20, 2018. I further certify that the said resolution is still in full force and effect as of the date hereof.

"RESOLVED that loan agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of JPMorgan Chase Bank, N.A. (the “**Bank**”) and any other contracts, instruments or documents in connection with the conduct of the business of the Bank (“**Documents**”), whether or not specified in the resolutions of the Bank’s Board of Directors (the “**Board**”), may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer of the Bank (“**CEO**”), a President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Firm’s Operating Committee (an “**Operating Committee Member**”), any Executive Vice President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Executive Director, any Vice President, or any other officer having a functional title or official status which is at least equivalent to any of the foregoing corporate titles, and the seal of the Bank may be affixed to any thereof and attested by the Secretary, any Assistant Corporate Secretary, or any of the foregoing officers; provided, however, that any guarantees, comfort letters or other letters of support issued by the Bank in respect of obligations of any of the Bank’s affiliates or subsidiaries (“**Support Documents**”) may be executed only where consistent with such resolutions of the Board dated December 8, 2015, as amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates."

I further certify that the individual listed on the attached schedule holds the corresponding title indicated on the schedule for the Bank and is empowered to act in conformity with the referenced resolution.



This certificate may be executed and delivered by electronic means. Such electronic signature shall be valid and binding as of the date indicated by the timestamp accompanying the electronic signature.

Alysee N. Pelletier  
on June 20, 2023 17:30:02 EDT

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Alysee N. Pelletier

**Schedule**

| <u>Name</u>    | <u>Title</u>      |
|----------------|-------------------|
| John T McAuley | Managing Director |

# Visa® Commercial Card Guide to Benefits

Your Guide to Benefit describes the benefit in effect as of 4/30/21. Benefit information in this guide replaces any prior benefit information You may have received. Please read and retain for Your records. Your eligibility is determined by Your financial institution.

## Travel and Emergency Assistance Services

Emergencies can escalate quickly when You are traveling away from home. Something that is relatively straightforward when You are not traveling, like replacing prescription medication, can be a difficult task when You are dealing with local laws or language barriers.

Travel and Emergency Assistance Services are made available to help You in case of an emergency while You are traveling away from home. The Benefit Administrator can connect You with the appropriate local emergency and assistance resources available, 24 hours a day, 365 days a year.

**Please note that due to occasional issues such as distance, location, or time, neither the Benefit Administrator nor its service providers can be responsible for the availability, use, cost, or results of any medical, legal, transportation, or other services.**

### What are Travel and Emergency Assistance Services and how do I use these services when I need them?

Travel and Emergency Assistance Services are made available to You, if You are a cardholder of an eligible card issued in the United States. You, Your Immediate Family Members and business associates are also eligible to use these services. Travel and Emergency Assistance Services provide assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or goods provided.

To use the services, simply call the toll-free, 24-hour Benefit Administrator line at **1-800-992-6029**. **If You are outside the United States, call collect at 1-804-673-1675.**

### What are the specific services and how can they help me?

- **Emergency Message Service** – can record and relay emergency messages for travelers, their Immediate Family Members or business associates. The Benefit Administrator will use reasonable efforts to relay emergency messages in accordance with benefit guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully. **All costs are Your responsibility.**
- **Medical Referral Assistance** – provides medical referral, monitoring, and follow-up. The Benefit Administrator can give You names of local English-speaking doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor Your condition; keep in contact with Your family, and provide continuing liaison; and help You arrange medical payments from Your personal account. **All costs are Your responsibility.**
- **Legal Referral Assistance** – can arrange contact with English-speaking attorneys and U.S. embassies and consulates if You're detained by local authorities, have a car accident, or need legal assistance. In addition, the Benefit Administrator can coordinate bail payment from Your personal account. The Benefit Administrator can also follow

up to make sure bail has been properly handled. **All costs are Your responsibility.**

- **Emergency Transportation Assistance** – can help You make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This includes arranging to bring Your Immediate Family Members or business associates home and helping You stay in contact with family members or employers during the emergency. In the case of a death, the Benefit Administrator can make arrangements to repatriate the remains. **All costs are Your responsibility.**
- **Emergency Ticket Replacement** – helps You through Your carrier's lost ticket reimbursement process and assists in the delivery of a replacement ticket to You, should You lose Your ticket. **All costs are Your responsibility.**
- **Lost Luggage Locator Service** – can help You through the Common Carrier's claim procedures or can arrange shipment of replacement items if an airline or Common Carrier loses Your checked luggage. **You are responsible for the cost of any replacement items shipped to You.**
- **Emergency Translation Services** – provides telephone assistance in all major languages and helps find local interpreters, if available, when You need more extensive assistance. **All costs are Your responsibility.**
- **Prescription Assistance and Valuable Document Delivery Arrangements** – can help You fill or replace prescriptions, subject to local laws, and can arrange pickup and delivery of Your prescriptions filled for You at local pharmacies. It can also help transport critical documents that You may have left at Your home or elsewhere. **All costs are Your responsibility.**
- **Pre-Trip Assistance** – can give You information on Your destination before You leave – such as ATM locations, currency exchange rates, weather reports, health precautions, necessary immunizations, and required passport visas.

### Definitions

**Common Carrier** means any mode of transportation by land, water or air operating for hire under a license to carry passengers for which a ticket must be purchased prior to travel. Does not include taxi, limousine service, commuter rail or commuter bus lines.

**Immediate Family Member** means Your Spouse or dependent children under twenty-two (22) years old.

**You or Your** means an eligible person whose name is embossed on an eligible U.S. issued card, and You reside in the United States.

### Additional provisions for Travel and Emergency Assistance Services

This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided

via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notification. The benefits described in this Guide to Benefits will not apply to cardholders whose accounts have been suspended or cancelled.

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**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-992-6029, or call collect outside the U.S. at 1-804-673-1675.**

**Auto Rental Collision Damage Waiver**

No cardholder wants to incur the expense of repairing or replacing a rented car. But accidents do happen and vehicles do get stolen. No matter what happens to Your rental car, You can be covered with Auto Rental Collision Damage Waiver.

Auto Rental Collision Damage Waiver reimburses You for damages caused by theft or collision - up to the Actual Cash Value of most rented cars. Auto Rental Collision Damage Waiver covers no other type of loss. For example, in the event of a collision involving Your rented vehicle, damage to any other driver's car or the injury of anyone or anything is not covered. Rental periods of thirty-one (31) consecutive days are covered. (Longer rental periods, however, are **not** covered.)

You are eligible if Your name is embossed on an eligible card issued in the United States or if You are authorized by Your company to rent an eligible vehicle using the company's eligible Account, as long as the rental is purchased entirely with the Account. Only You, as the primary renter of the vehicle, and any additional drivers permitted by the Rental Car Agreement are covered.

**How Auto Rental Collision Damage Waiver works with other insurance**

Auto Rental Collision Damage Waiver covers theft, damage, valid loss-of-use charges imposed and substantiated by the auto rental company, administrative fees and reasonable and customary towing charges, due to a covered theft or damage to the nearest qualified repair facility.

If the Rental Vehicle is for commercial and/or business purposes, Auto Rental Collision Damage Waiver benefit acts as primary coverage, and You may be reimbursed for up to the actual cash value of the vehicle.

If the Rental Vehicle is for personal reasons, this benefit is secondary coverage, supplemental to Your personal automobile insurance, meaning You may only be reimbursed for the amount of Your personal insurance deductible or other charges, including valid administrative and loss-of-use charges not covered under Your personal insurance policy. If You are renting outside Your country or residence, or if You do not have automobile insurance, Auto Rental Collision Damage Waiver acts as primary coverage.

**How to use Auto Rental Collision Damage Waiver**

1. Use Your card to initiate and complete Your entire car rental transaction.

2. Review the auto rental agreement and decline the rental company's collision damage waiver (CDW/LDW) option, or a similar provision, **as accepting this coverage will cancel out Your benefit.** If the rental company insists that You purchase their insurance or collision damage waiver, **call the Benefit Administrator for assistance at 1-800-348-8472. Outside the United States, call collect at 1-804-673-1164.**

**Before You leave the lot, be sure to check the car for any prior damage.**

This benefit is in effect during the time the rental car is in Your (or an authorized driver's) control, and it terminates when the rental company reassumes control of their vehicle.

This benefit is available in the United States and most foreign countries **(with the exception of Israel, Jamaica, the Republic of Ireland or Northern Ireland)**. However, this benefit is not available where precluded by law, or where it's in violation of the territory terms of the auto rental agreement, or when prohibited by individual merchants. **Because regulations vary outside the United States, check with Your auto rental company and the Benefit Administrator before You travel, to be sure that Auto Rental Collision Damage Waiver will apply.**

**Vehicles not covered**

Certain vehicles are **not** covered by this benefit; they consist of expensive, exotic, and antique cars; cargo vans; certain vans; vehicles with an open cargo bed; trucks; motorcycles; mopeds; motorbikes; limousines; and recreational vehicles.

Examples of expensive or exotic cars are the Alfa Romeo, Aston Martin, Bentley, Corvette, Ferrari, Jaguar, Lamborghini, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, and Tesla. However, selected models of Audi, BMW, Mercedes-Benz, Cadillac, Infiniti, Land Rover, Lexus, Lincoln, and Range Rover **are** covered.

An antique car is defined as one that is over twenty (20) years old, or one that has not been manufactured for ten (10) years or more.

Vans are not covered. But those designed as small-group transportation vehicles (seating up to nine (9) people, including the driver) are covered.

**If You have questions about a specific vehicle's coverage or organization where the vehicle is being reserved, call the Benefit Administrator at 1-800-348-8472 or call collect outside the United States at 1-804-673-1164.**

**Related instances & losses not covered**

- Any obligation You assume under any agreement (other than the deductible on Your personal auto policy)
- Any violation of the auto rental agreement or this benefit
- Injury of anyone, or damage to anything, inside or outside the Rental Vehicle
- Loss or theft of personal belongings
- Personal liability

- Expenses assumed, waived, or paid by the auto rental company, or its insurer
- The cost of any insurance, or collision damage waiver, offered by or purchased through the auto rental company
- Depreciation of the Rental Vehicle caused by the incident including, but not limited to, "diminished value"
- Expenses reimbursable by Your insurer, employer, or employer's insurance
- Theft or damage due to intentional acts, or due to the driver(s) being under the influence of alcohol, intoxicants, or drugs, or due to contraband, or illegal activities
- Wear and tear, gradual deterioration, or mechanical breakdown
- Items not installed by the original manufacturer
- Damage due to off-road operation of the Rental Vehicle
- Theft or damage due to hostility of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities)
- Confiscation by authorities
- Vehicles that do not meet the definition of covered vehicles
- Rental periods that either exceed, or are intended to exceed thirty-one (31) consecutive days
- Leases and mini leases
- Theft or damage as a result of the authorized driver's and/or cardholder's lack of reasonable care in protecting the Rental Vehicle before and/or after the damage or theft occurs (for example, leaving the car running and unattended)
- Theft or damage reported more than forty-five (45) days\* after the date of the incident
- Theft or damage for which a claim form has not been received within ninety (90) days\* from the date of the incident
- Theft or damage for which all required documentation has not been received within three hundred and sixty-five (365) days after the date of the incident
- Theft or damage from rental transactions that originated in Israel, Jamaica, the Republic of Ireland, or Northern Ireland
- Losses caused by or resulting from a Cyber Incident.

**\*Not applicable to residents in certain states**

#### **Filing a claim**

It is Your responsibility as a cardholder to make every effort to protect Your Rental Vehicle from damage or theft. If You have an accident, or Your Rental Vehicle has been stolen, immediately call the Benefit Administrator at **1-800-348-8472** to report the incident, regardless of whether Your liability has been established. Outside the United States, call collect at **1-804-673-1164**.

You should report the theft or damage as soon as possible but no later **than forty-five (45) days** from the date of the incident.

The Benefit Administrator reserves the right to deny any claim containing charges that would not have been included, if notification occurred before the expenses were incurred. Thus, it's in Your best interest to notify the Benefit Administrator immediately after an incident. Reporting to any other person will not fulfill this obligation.

#### **What You must submit to file a claim**

At the time of the theft or damage, or when You return the Rental Vehicle, ask Your car rental company for the following documents:

- A copy of the accident report form
- A copy of the initial and final auto rental agreements (front and back)
- A copy of the repair estimate and itemized repair bill
- Two (2) photographs of the damaged vehicle, if available
- A police report, if obtainable
- A copy of the demand letter which indicates the costs You are responsible for and any amounts that have been paid toward the claim

Submit all of the above documents from the rental company, along with the following documents, to the Benefit Administrator:

- The completed and signed Auto Rental Collision Damage Waiver claim form (Important: This must be postmarked within ninety (90) days\* of the theft or damage date, even if all other required documentation is not yet available – **or Your claim may be denied**).
- A copy of Your monthly billing statement (showing the last four (4) digits of the Account number) demonstrating that the entire rental transaction was made on Your eligible Account.
- If the rental was for personal use, a statement from Your insurance carrier (and/or Your employer or employer's insurance carrier, if applicable), or other reimbursement showing the costs for which You are responsible, and any amounts that have been paid toward the claim. Or, if You have no applicable insurance or reimbursement, a statement of no insurance or reimbursement is required.
- If the rental was for personal reasons, a copy of Your primary insurance policy's Declarations Page (if applicable), to confirm Your deductible (This means the document(s) in Your insurance policy that lists names, coverages, limits, effective dates, and deductibles).
- Any other documentation required by the Benefit Administrator to substantiate the claim.

Finally, please note that all remaining documents must be postmarked within three hundred and sixty-five (365) days\* of the theft or damage date **or Your claim may be denied**.

**\*Not applicable to residents of certain states.**

*For faster filing, or to learn more about Auto Rental Collision Damage Waiver, visit [www.eclaimslines.com](http://www.eclaimslines.com)*

**Finalizing Your claim**

Your claim will typically be finalized within fifteen (15) days, after the Benefit Administrator has received all the documentation needed to substantiate Your claim.

**Transference of claims**

Once Your claim has been paid, all Your rights and remedies against any party in regard to this theft or damage will be transferred to the Benefit Administrator, to the extent of the cost of payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

**Definitions**

**Account** means Your credit or debit card Accounts.

**Actual Cash Value** means the amount a Rental Vehicle is determined to be worth based on its market value, age and condition at the time of loss.

**Computer Programs** means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

**Cyber Incident** means any of the following acts:

- a) unauthorized access to or use of Your Digital Data or a Rental Vehicle;
- b) alteration, corruption, damage, reduction in functionality, manipulation, misappropriation, theft, deletion, erasure, loss of use or destruction of Your Digital Data or a Rental Vehicle;
- c) transmission or introduction of a computer virus or harmful code, including ransomware, into or directed against Your Digital Data or a Rental Vehicle;
- d) restriction or inhibition of access to or directed against Your Digital Data or a Rental Vehicle; computer errors, including human operating error or omission; power failure, surge, or diminution of electronic systems; or mistakes in legitimate electronic code or damage from code installed on [an Eligible Wireless Cellular Telephone, Rental Vehicle, or Covered Purchase] during the manufacturing process, upgrade process, or normal maintenance

**Digital Data** means information, concepts, knowledge, facts, images, sounds, instructions, or Computer Programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. Digital Data shall include the capacity of a Rental Vehicle to store information, process information, and transmit information over the Internet.

**Eligible Person** means a cardholder who pays for their auto rental by using their eligible Account.

**Rental Car Agreement** means the entire contract an eligible renter receives when renting a Rental Vehicle from a rental car agency which describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the contract.

**Rental Vehicle** means a land motor vehicle with four or more wheels as described in the participating organization's disclosure statement which the eligible renter has rented for the period of time shown on the Rental Car Agreement and does not have a manufacturer's suggested retail price exceeding the amount shown on the participating organization's disclosure statement

**You or Your** means an Eligible Person who uses their eligible card to initiate and complete the rental car transaction.

**Additional provisions for Auto Rental Collision Damage Waiver**

- Signed or pinned transactions are covered as long as You use Your eligible Account to secure the transaction.
- You shall do all things reasonable to avoid or diminish any loss covered by this benefit. This provision will not be unreasonably applied to avoid claims.
- If You make any claim knowing it to be false or fraudulent in any respect, no coverage shall exist for such claim, and Your benefit may be cancelled. Each cardholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.
- No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.
- This benefit is provided to eligible cardholders at no additional cost. The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, statement messages or electronic notifications. The benefits described in this Guide to Benefits will not apply to cardholders whose Accounts have been suspended or cancelled.
- Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew the benefits for cardholders, and if they do, they will notify You at least thirty (30) days in advance. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit Administrator provides services on behalf of the Provider.
- After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator

to the extent of the payment made to You. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

- This benefit does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the provision of insurance, including, but not limited to, the payment of claims

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**For more information about the benefit described in this guide, call the Benefit Administrator at 1-800-348-8472, or call collect outside the U.S. at 1-804-673-1164.**

**Please Note:** In this document, “card” refers to Corporate, Fleet, Meetings, Purchasing, or any combination of these card products (Commercial).





## COMMERCIAL CARD CARDHOLDER AGREEMENT

This is the Cardholder Agreement ("Agreement") that sets forth the terms of your commercial Card issued by us. Your Card has been issued in connection with a commercial card program agreement between Company and us (the "Company Agreement"). Please read this Agreement carefully and keep it for your records. *You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so.*

**Definitions:** In this Agreement, the word "Account" means the relationship between Company and us pursuant to which one or more Cards may be issued. The word "Company" refers to the corporation, partnership, proprietorship, agency or other entity that entered into the Company Agreement pursuant to which the Account has been established. The words "you" and "your" refer to each person (jointly and severally if more than one) who applied for, requested or accepted the Card (and for whom Company requested that JPMorgan Chase Bank, N.A., or Chase Bank USA, N.A., issue the Card) and any other person who agreed to be responsible for the Card. The words "we," "us" and "our" refer to the issuer of your Card, either JPMorgan Chase Bank, N.A., or Chase Bank USA, N.A. The word "Card" refers to each MasterCard®/Visa® corporate card, purchasing card, single-use card (also referred to as a "virtual card"), or other card that is issued pursuant to the Company Agreement, and includes the Card number. Any Card must be returned or surrendered to us or our agent upon request.

**Acceptance:** Activating, signing, or using your Card confirms your acceptance of the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, before using the Card you must cut the Card in half and return it to us. The Card and any content on the Card are our property at all times.

**Using Your Card:** You agree to use your Card only for business and commercial purposes, and to not to use your Card for any illegal transactions, or for any transaction that is primarily for personal, family or household purposes. You may use your Card to purchase goods or services, or pay amounts you owe, wherever the Card is honored ("Purchases"). You may also use the Card to obtain cash ("Cash Advances") where available if allowed by the Company Agreement. We consider some "cash-like" transactions, such as the purchase of travelers checks, or money orders, to be Cash Advances. We may provide checks that you can use to access your Card ("Convenience Checks") if allowed by the Company. We may provide you with a personal identification number ("PIN") that is used to authorize some transactions with your Card. You can contact us to change your PIN by calling the number on the back of your Card. You authorize us to pay and charge your Card for all Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card. You agree to accept credits to your Card instead of cash refunds when the original Purchase was charged to your Card.

**Chip and PIN Cards:** We may issue you a Card that has an embedded microchip that is used to authorize transactions, in connection with your PIN, at some ATMs and merchant terminals. You agree that we may honor each ATM or other transaction according to the instructions keyed in at the ATM or terminal, and you acknowledge that each transaction made using your Card and PIN will have the same effect as if you completed the transaction using your Card and signature.

**Card Care:** You must take all reasonable precautions to prevent the misuse of the Card. For example, you must: (i) follow all reasonable instructions we give you about how to activate, use and keep your Card safe; (ii) memorize the PIN, and destroy the PIN notification promptly on receipt; (iii) never write the PIN on the Card or anything kept with it, nor select a PIN or password that may be easy to guess, nor disclose the PIN for telephone, internet or mail order transactions, nor share or release the PIN to any other person; (iv) sign the Card promptly after you receive it; and, (v) never let anyone other than you use the Card.

**Obligations On Your Card:** You promise to pay us, or to arrange for Company to pay us, for all Purchases and Cash Advances, plus any Late Fee and applicable Delinquency Fee assessed on your Card and any other charges and fees that you may owe us under the terms of this Agreement. You will be obligated for authorized charges whether resulting from: (1) actual use of your Card; (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card; or, (3) any other circumstance where you authorize a charge, or authorize someone other than you to make a charge, to your Card. Each person or entity who or that is included within the definition of the term "you" above is individually and jointly responsible for all obligations under this Agreement.

**Company Payment:** If we agreed with Company that only Company, and not you, will be liable for amounts due on your Card, then you are not responsible to us for payment. However, you are still responsible for other obligations under this Agreement.

**Payments:** All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument, including authorized ACH payments, must be drawn on a U.S. bank or a U.S. branch of a foreign bank. Payments must comply with the instructions on the statement. When you provide a check as a payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. Subject to any mandatory provisions of applicable law, all payments made on the Card will be applied to the balances in the manner we determine.

**Replacement and Renewal Cards:** You request that we issue a replacement Card to you before the current Card expires. You agree that we may continue to issue renewal Cards until Company or you tell us to stop.

**Amendments:** We can add to, delete, or change the terms of this Agreement at any time. We will provide notice of amendments to the extent required by applicable law. Subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in our notice to you and, unless we specify otherwise, the amended terms of this Agreement will apply to all outstanding unpaid indebtedness on your Card as well as new transactions.

**Personal Data:** The term "Personal Data" means information, including personal information, that is: (i) obtained by us when you apply for the Card or your Company authorizes you for the Card; and/or, (ii) relates to you or to your use of the Card throughout your standing as a cardholder. Your Personal Data may be used for the purposes of: (a) confirming your identity; (b) administering the Card and related services; (c) operational purposes and statistical analysis (including behavior analysis); and (d) to comply with any requirement of applicable law, regulation or a card network. Your Personal Data may be disclosed to: (v) Company; (w) third party vendors, including our strategic partners, to provide services in connection with your Card; (x) other third parties, as authorized by Company to provide services to you and/or Company in connection with your Card; (y) our affiliates; or (z) any other person, including our affiliates, we reasonably think necessary for the purposes stated above or to provide services under the Company Agreement.

**Sharing Information with Company:** You direct us to provide, if requested by Company, any information we have about the use of your Card and the transactions on your Card, including detailed information about the transactions. You authorize us to exchange credit or any other information concerning you or your Card with (and answer questions and requests from) Company.

**Phone Calls:** In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees. When you or Company gives us your mobile phone number, you are giving permission to be contacted at that number by automatic telephone dialing systems, text messages, and artificial or prerecorded voice messages sent from us and our representatives. Message and data rates may apply. To service and manage your Card, we, our representatives, and/or affiliates, may contact you at any telephone number you provide or any number where we believe we may reach you. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing your Card; and, collecting on your Card. We will not use your phone number for telemarketing purposes. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising from our provision of a phone number.

**Refusal To Honor Card:** We are not responsible for refusals to honor your Card. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased through use of your Card. You agree to resolve any disputes directly with the merchant or other person who honored your Card.

**Irregular Payments, Delay In Enforcement, Severability:** We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum Spend Limit does not obligate us to do so again. If any terms of this Agreement are found to be unenforceable, we may still enforce the other terms.

**Liability For Unauthorized Use Of Your Card:** If you notice the loss, theft, or a possible unauthorized use of your Card, you should call us immediately at the number on the back of your Card, or write to us at: P.O. Box 182918, Columbus, OH 43272-5543. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us. In any case, your liability will not exceed \$50. In order to prevent further unauthorized use, we may terminate or limit access to your Card if you notified us or we determine that your Card may have been lost or stolen, or that there may be unauthorized access to your Card.

**Assignment:** You may not assign your Card or this Agreement to any other person or entity. We may at any time assign your Card, any sums due on your Card, this Agreement or any or all of our rights or obligations under this Agreement. The person(s) or entity(ies) to whom we make any such assignment shall be entitled to all of our assigned rights under this Agreement.

**GOVERNING LAW:** THIS AGREEMENT AND OUR RELATIONSHIP WILL BE GOVERNED BY FEDERAL LAW AND, TO THE EXTENT THAT STATE LAW IS APPLICABLE, THE LAWS OF THE STATE WHERE WE ARE LOCATED. JPMorgan Chase Bank, N.A., is located in Ohio and Chase Bank USA, N.A., is located in Delaware.

**Default:** Your Card will be in default, and we may demand immediate payment of the entire amount you owe us without giving you prior notice, if: (1) in any billing cycle we do not receive your Payment Due by the Payment Due Date; (2) you make Purchases or obtain Cash Advances in excess of your Spend Limit; (3) you fail to comply with this Agreement; (4) there is a filing for your bankruptcy; (5) you die or become incapacitated; (6) your employment with Company is terminated; (7) the Company Agreement is terminated; (8) Company, pursuant to the Company Agreement, requests us to cancel your Card; or, (9) we believe in good faith that the payment or performance of your obligations under this Agreement (by you or by Company) is impaired for any other reason.

**Collection Costs:** To the extent permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court costs and the fees of any collection agency to which we refer your Card) and, in the event we refer your Card after your default to an attorney, you agree to pay the reasonable fees of such attorney.

**Termination:** Notwithstanding any other provision contained in this Agreement, we may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time without notice or liability. We will terminate your Card if requested to do so by Company, or if your employment with Company ends. If we ask, you must return your Card to us, cut in half. You agree that you will not try to make a Purchase or obtain a Cash Advance after you are notified that your privilege to use your Card is terminated. You may terminate this Agreement at any time. If you do, you must return any Card previously issued, if we ask, cut in half. If you call us to terminate, we may require that you confirm your intent to terminate in writing. Your or our termination will not affect your existing obligations under this Agreement, including your obligation to pay amounts that you owe under this Agreement.

**Notices:** We will send paper statements, if applicable, and any other notices to you or Company at the address shown in our files. You promise to inform us promptly in writing or electronically of any change in your contact information, including your address and telephone number. We may in our discretion accept address corrections from the United States Postal Service. WE MAY ALSO SEND NOTICES TO YOU ELECTRONICALLY AT OUR WEBSITE OR USING ANY EMAIL ADDRESS YOU OR YOUR EMPLOYER PROVIDED TO US OR ANY OTHER EMAIL ADDRESS WHERE WE REASONABLY BELIEVE WE CAN CONTACT YOU.

**International Transactions:** International Transactions include any transaction that you make in a foreign currency or that you make outside of the United States of America even if it is made in U.S. dollars. If you make a transaction in a foreign currency, Visa USA Inc., or MasterCard International, Inc., will convert the transaction into U.S. dollars by using its respective currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the applicable processing date (which may be different from the rate the card network receives), or a government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date of your transaction.

**Spend Limit/Authorized Usage:** Your Spend Limit is the maximum amount that can be charged to your Card at any time, and is shown on your statement. Your Spend Limit is based on Company's requested Spend Limit for you. You agree that we may change or cancel your Spend Limit at any time without affecting your obligation to pay amounts that you owe under this Agreement. We do not permit you to request a change in your Spend Limit, but Company may make such a request. Your latest Spend Limit will appear on your statement or memorandum at the end of each billing cycle, and Company will be informed of your Spend Limit. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Card to exceed your Spend Limit. We may honor Purchases and Cash Advances in excess of your Spend Limit, at our sole discretion. If we do, this Agreement also applies to that excess, and you agree to pay the excess immediately if we request that you do so. We may designate that only a portion of your Spend Limit is available for Cash Advances. If we do and you exceed that limit, you will be considered to have exceeded your Spend Limit for all purposes of this Agreement. For security reasons, we may impose additional limits on the number or dollar amount of Purchases and/or Cash Advances that may be accomplished with your Card, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary.

**Periodic Statements:** We will send a statement to you and/or Company at the end of each billing cycle. In the event we elect to send or make available to you and/or Company an electronic statement in substitution for the paper statement, you specifically agree to the delivery and receipt of such electronic statements. The length of the billing cycle will be determined pursuant to the Company Agreement. Among other things, unless otherwise agreed upon between Company and us, your statement will show your Payment Due, your Spend Limit and the Payment Due Date. A duplicate statement may be provided to Company. If agreed to between us and Company, Company may pay the charges on your Card directly to us. In this case, you may receive a statement after the end of each billing cycle, which will show your Card activity during the past billing cycle. Unless otherwise stated, this statement will be for informational purposes only and can be suppressed upon your or Company's request.

**Payment Due:** The Payment Due, which will be your total Card balance, will be listed on each statement and due by the Payment Due Date listed on such statement. Payment is due in full each billing cycle, and you are not permitted to carry a balance from month to month.

**Billing Questions and Disputes:** If you have any questions, problems or disputes concerning a billing statement, please contact us at the phone number on the back of your card or the number on your periodic statement within sixty (60) days of the billing date and we will take reasonable and appropriate steps to provide the information you request or to resolve the dispute. However, unless required by applicable law, we are not responsible for any problem you have with any goods or services you obtain with your Card, and, if you have a dispute with a merchant honoring your Card, you must pay us regardless of any merchant dispute and settle the dispute directly with the merchant.

**Inquiries or Questions:** You may address any other inquiries or questions that you have about your Card to: JPMorgan Chase Bank, N.A., P.O. Box 5068, Elgin, Illinois 60121; or you may call us at the number on the back of your Card.

**Other Fees:** We may charge the following fees to your Card. Whether we will charge these fees, and the amount that we will charge on your Card, is dependent on what is in the Company Agreement. Unless otherwise arranged between Company and us, all fees will be added to your Card balance and treated as a Purchase:

**Cash Advance Fee** - We may charge you a Cash Advance Fee each time you use the Card to obtain a Cash Advance. The amount of the Cash Advance Fee is set forth in the Table of Fees.

**Return Payment Fee** - If your bank does not honor the check, other payment instrument, or electronic transfer you gave us to pay amounts you owe under this Agreement, or we must return a check or other payment because it is not signed or is otherwise irregular, we may charge you a Return Payment Fee in the amount set forth in the Table of Fees.

**Late Fee** - The amounts posted to the Card balance will become delinquent if you do not pay your Payment Due by the Payment Due Date. Any unpaid portion of the Payment Due will be shown on subsequent billing statements as a Past Due Balance and your outstanding balance will be subject to a Late Fee in the amount set forth in the Table of Fees.

**Delinquency Fee** - If any portion of a previously-billed balance remains unpaid, your Card may be subject to a Delinquency Fee (in addition to a Late Fee) in the amount set forth in the Table of Fees for each subsequent billing cycle that such amount remains unpaid. This Delinquency Fee may be described as a Finance Charge on your billing statements. Where the fee calculation includes reference to Prime, this means the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate changed.

**Administrative Fee** - If you or Company request photocopies of sales slips or duplicate copies of monthly statements or any special services, including expedited replacement of your Card, you agree to pay our reasonable fees, in effect from time to time.

**International Transaction Fee** - We reserve the right to charge you a fee of up to one and one-half percent (1.5%) of the U.S. dollar amount of any International Transaction whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by Visa® or MasterCard®. In either case, the 1.5% will be calculated on the U.S. dollar amount provided to us by that entity.

## **TABLE OF FEES**

\* Important Note: Whether we will charge these fees, and the amount that we will charge on your Card, is dependent on what is in the Company Agreement.

|                                |   |
|--------------------------------|---|
| Cash Advance Fee*              | Up to 2.5% of the Cash Advance amount (up to a minimum of \$3.00).  |
| Return Payment Fee*            | Up to \$25 per returned payment.  |
| Late Fee*                      | Either:<br>(1) Up to 1% of full amount past due. ; or<br>(2) Up to a flat fee of \$15.  |
| Delinquency Fee*               | Annual Percentage Rate of up to Prime + up to 6.5% is applied to the average daily balance ((past due balance + any new spend)/ days in cycle). |
| Convenience Check Fee*         | Up to 2% of check amount (up to a minimum of \$2.50).   |
| International Transaction Fee* | Up to 1.5% of the U.S. Dollar amount charged.   |
| Rush Card Fee                  | \$25 per Card requested.  |
| Corporate Card Travel Rewards  | \$75 per Card per year.   |
| Executive Card*                | Up to \$325 per Card per year.  |

## Exhibit "E"

LEGIBILITY OF WRITING,  
TYPING, OR PRINTING  
UNSATISFACTORY ON THIS  
PAGE

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| MERCHANT<br>CATEGORY<br>CODE<br>(MCC) | MCC DESCRIPTION                             |
|---------------------------------------|---|
| <b>Airlines</b>                       |   |
| 3000                                  | United AirlinesUNITED                       |
| 3001                                  | American AirlinesAMERICAN                   |
| 3002                                  | Pan AmericanPAN AM                          |
| 3003                                  | EUROFLY AIRLINES                            |
| 3004                                  | DRAGONAIR                                   |
| 3005                                  | British AirwaysBRITISH A                    |
| 3006                                  | Japan Air LinesJAL                          |
| 3007                                  | Air FranceAIR FRAN                          |
| 3008                                  | LufthansaLUFTHAN                            |
| 3009                                  | Air CanadaAIR CAN                           |
| 3010                                  | Royal Dutch Airlines (KLM)KLM               |
| 3011                                  | AeroflotAEROFLOT                            |
| 3012                                  | QantasQANTAS                                |
| 3013                                  | AlitaliaALITALIA                            |
| 3014                                  | Saudi Arabian AirlinesSAUDI AI              |
| 3015                                  | Swiss International Air LinesSWISS AIR      |
| 3016                                  | Scandinavian Airline System (SAS)SAS        |
| 3017                                  | South African AirwaysSAFRICAN               |
| 3018                                  | Varig (Brazil)VARIG                         |
| 3019                                  | GRMNWGAIR                                   |
| 3020                                  | Air IndiaAIR-INDI                           |
| 3021                                  | Air AlgerieAIRALGER                         |
| 3022                                  | Philippine AirlinesPHILIPP                  |
| 3023                                  | MexicanaMEXICANA                            |
| 3024                                  | Pakistan InternationalPAKISTAN              |
| 3025                                  | Air New Zealand Limited InternationalAIR NZ |
| 3026                                  | Emirates AirlinesEMIRATES                   |
| 3027                                  | Union de Transports AeriensUTAAIR           |
| 3028                                  | Air MaltaAIRMALTA                           |
| 3029                                  | SN Brussels AirlinesSNBR AIR                |
| 3030                                  | Aerolineas ArgentinasAERO ARG               |
| 3031                                  | Olympic AirwaysOLYMPICA                     |
| 3032                                  | EI AIEL AL                                  |
| 3033                                  | Ansett AirlinesANSETT                       |
| 3034                                  | Trans Australian Airways-TAA                |
| 3035                                  | Tap (Portugal)TAP                           |
| 3036                                  | VASP (Brazil)VASP                           |
| 3037                                  | EgyptAirEGYPTAIR                            |
| 3038                                  | Kuwait AirwaysKUWAIT                        |
| 3039                                  | AviancaAVIANCA                              |
| 3040                                  | Gulf Air (Bahrain)GULF AIR                  |
| 3041                                  | BalkanBulgarian AirlinesBALKAN              |
| 3042                                  | FinnairFINNAIR                              |
| 3043                                  | Aer LingusAERLING                           |
| 3044                                  | Air LankaAIR LANKA                          |
| 3045                                  | Nigeria AirwaysNIGERIA                      |
| 3046                                  | Cruzerio do Sul (Brazil)CRUZERIO            |
| 3047                                  | THY (Turkey)THY                             |
| 3048                                  | Royal Air MarocAIRMARO                      |

|      |   |           |
|------|---|-----------|
| 3049 | Tunis Air                               | TUNIS AI  |
| 3050 | Icelandair                              | ICELANDA  |
| 3051 | Austrian Airlines                       | AUSTRIAN  |
| 3052 | LAN Airlines                            | LAN AIR   |
| 3053 | AVIACO (Spain)                          | AVIACO    |
| 3054 | LADECO (Chile)                          | LADECO    |
| 3055 | LAB (Bolivia)                           | LAB       |
| 3056 | QUEBECAIRE                              |           |
| 3057 | EAST/WEST AIRLINES (AUSTRALIA)          |           |
| 3058 | Delta                                   | DELTA     |
| 3059 | DBA LUFTFAHRTGESELLSCHAFT MBH - DBA Air |           |
| 3060 | Northwest Airlines                      | NWAAIR    |
| 3061 | Continental                             | CONTINEN  |
| 3062 | HAPAG-LLOYD EXPRESS - HLX Air           |           |
| 3063 | U.S. Airways                            | USAIRWYS  |
| 3064 | Adria Airways                           | ADRIA AIR |
| 3065 | Air Inter                               | AIRINTER  |
| 3066 | Southwest Airlines                      | SOUTHWES  |
| 3067 | Vanguard Airlines                       | VANGUARD  |
| 3068 | Air Astana                              | AIRSTANA  |
| 3069 | SUNCTRYAIR                              |           |
| 3071 | Air British Columbia                    | AIR B R C |
| 3072 | CEBU Pacific Airlines                   |           |
| 3075 | Singapore Airlines                      | SINGAPOR  |
| 3076 | Aeromexico                              | AEROMEXI  |
| 3077 | Thai Airways                            | THAI AIRW |
| 3078 | China Airlines                          | CHINA AIR |
| 3079 | Jetstar Airways                         | JETSTAR   |
| 3081 | NORDAIR                                 |           |
| 3082 | Korean Airlines                         | KOREAN    |
| 3083 | Air Afrique                             | AIR AFRIQ |
| 3084 | Eva Airways                             | EVA AIR   |
| 3085 | Midwest Express Airlines                | MIDWEST   |
| 3086 | Carnival Airlines                       |           |
| 3087 | Metro Airlines                          | METROAI   |
| 3088 | Croatia Air                             | CROATIA   |
| 3089 | Transaero                               | TRANSAERO |
| 3090 | Uni Airways                             | UNIAIR    |
| 3092 | Midway Airlines                         |           |
| 3094 | Zambia Airways                          | ZAMBIA A  |
| 3096 | Air Zimbabwe                            | AIRZIMBA  |
| 3097 | Spanair                                 | SPANAIR   |
| 3098 | Asiana Airlines                         | ASIANA    |
| 3099 | Cathay Pacific                          | CATHAYPA  |
| 3100 | Malaysian Airline System                | MALAY AI  |
| 3102 | Iberia                                  | IBERIA    |
| 3103 | Garuda (Indonesia)                      | GARUDA    |
| 3106 | Braathens S.A.F.E. (Norway)             | BRAATHEN  |
| 3110 | WINGS AIRWAYS                           |           |
| 3111 | British Midland                         | BRITISH M |
| 3112 | Windward Island                         | WINDWARD  |
| 3115 | TOWER AIR                               |           |
| 3117 | Venezolana Internacional de Aviacion    | VIASA     |
| 3118 | VALLEY AIRLINES                         |           |
| 3125 | Tan Airlines                            | TAN AIR   |

|      |  |
|------|--|
| 3126 | Talair PTY Ltd.                        |
| 3127 | Taca InternationalTACA INT             |
| 3129 | Surinam AirwaysSURINAM                 |
| 3130 | Sunworld International AirwaysSUNWORLD |
| 3131 | VLM AirlinesVLM                        |
| 3132 | Frontier AirlinesFRONTIER              |
| 3133 | SUNBELT AIRLINES                       |
| 3135 | Sudan AirwaysSUDANAIR                  |
| 3136 | Qatar Airways Company W.L.L.QATAR AIR  |
| 3137 | SINGLETON                              |
| 3138 | SIMMONS AIRLINES                       |
| 3143 | SCENIC AIRLINES                        |
| 3144 | Virgin AtlanticVIR ATL                 |
| 3145 | SAN JUAN AIRLINES                      |
| 3146 | LuxairLUXAIR                           |
| 3148 | Air Littoral, S.A.LITTORAL             |
| 3151 | Air ZaireAIRZAIRE                      |
| 3154 | PRINCEVILLE                            |
| 3156 | GO FLY Ltd.GOFLY                       |
| 3159 | Provincetown-Boston AirwaysPBA         |
| 3161 | All Nippon AirwaysANAIR                |
| 3164 | NorontairNORONTAI                      |
| 3165 | NEW YORK HELICOPTER - NY HELI          |
| 3167 | Aero ContinenteAERO CONT               |
| 3170 | MOUNT COOK - MT COOK AIR               |
| 3171 | Canadian AirlinesCANADIAN              |
| 3172 | Nation AirNATIONAL                     |
| 3174 | JetBlue AirwaysJETBLUE                 |
| 3175 | Middle East AirMIDEASTA                |
| 3176 | METROFLIGHT AIRLINES - METROFLT AIR    |
| 3177 | AirTran AirwaysAIRTRAN A               |
| 3178 | Mesa AirMESAAIR                        |
| 3180 | Westjet AirlinesWESTJET                |
| 3181 | Malev Hungarian AirlinesMALEV          |
| 3182 | LOT-Polish AirlinesLOT                 |
| 3183 | Oman Aviation ServicesOMAN AIR         |
| 3184 | LIATLIAT                               |
| 3185 | LAV Linea Aeropostal VenezolanaLAV     |
| 3186 | LAP Lineas Aereas ParaguayasLAP        |
| 3187 | LACSA (Costa Rica)LACSA                |
| 3188 | Virgin ExpressVIR EXP                  |
| 3190 | Jugoslav AirJUGOSLAV                   |
| 3191 | Island AirlinesISLANDAI                |
| 3192 | Iran National                          |
| 3193 | Indian AirlinesINDIAN A                |
| 3196 | Hawaiian AirHAWAIIAN                   |
| 3197 | Havasu AirlinesHAVASUAI                |
| 3200 | Guyana AirwaysGUYANA A                 |
| 3203 | GOLDEN PACIFIC AIR - GOLDPAC AIR       |
| 3204 | Freedom AirlinesFREEDOM                |
| 3206 | China Eastern AirlinesCHINA EAST       |
| 3211 | Norwegian Air ShuttleNORWEGIAN         |
| 3212 | Dominicana de AviacionDOMINICA         |
| 3213 | Malmo AviationMALMO AV                 |
| 3215 | DAN AIR SERVICES - DANAIRSERV          |



|      |   |
|------|---|
| 3216 | CUMBERLAND AIRLINES - CUMBERLND                           |
| 3217 | CSA Ceskoslovenske AerolinieCSA                           |
| 3218 | CROWN AIR   |
| 3219 | Compania Panamena de Aviacion (Copa)COPA                  |
| 3220 | Compania FaucettCOMPANIA                                  |
| 3221 | Transportes Aeros Militares EcuatorianosTAME AIR          |
| 3222 | Command AirwaysCOMMAND                                    |
| 3223 | ComairCOMAIR  |
| 3226 | SkywaysSKYWAYS  |
| 3228 | Cayman AirwaysCAYMANAI                                    |
| 3229 | SAETA (Sociedad Ecuatorianas De Transportes Aereo)SAETAIR |
| 3231 | SAHSA (Servicio Aero de Honduras)SAHSA                    |
| 3233 | CAPITOL AIR   |
| 3234 | CARIBBEAN AIRLINES CARIBBEANAIR                           |
| 3235 | BROCKWAY AIR  |
| 3236 | Air Arabia AirlineAIR ARAB                                |
| 3238 | BEMIDJI AIRLINES  |
| 3239 | Bar Harbor AirlinesBARHARBO                               |
| 3240 | BahamasairBAHAMASA  |
| 3241 | Aviateca (Guatemala)AVIATECA                              |
| 3242 | AvensaAVENSA  |
| 3243 | Austrian Air ServiceAUSTRAIR                              |
| 3245 | EasyJetEASYJET  |
| 3246 | RyanairRYANAIR  |
| 3247 | Gol AirlinesGOL   |
| 3248 | Tam AirlinesTAM   |
| 3251 | Aloha AirlinesALOHA I                                     |
| 3252 | ALM Antilean AirlinesALM                                  |
| 3253 | America West  |
| 3254 | U.S. AIR SHUTTLE  |
| 3256 | Alaska Airlines Inc. ALASKAA                              |
| 3259 | American Trans AirATAAIR                                  |
| 3260 | Spirit AirlinesSPIRIT                                     |
| 3261 | Air ChinaAIR CHINA  |
| 3262 | RENO AIR, INC. - RENO AIR                                 |
| 3263 | Aero Servicio CaraboboASERCA                              |
| 3265 | Airspur Helicopters                                       |
| 3266 | Air SeychellesAIR SEYC                                    |
| 3267 | Air Panama InternationalAIR PANA                          |
| 3280 | Air JamaicaAIR JAMA                                       |
| 3282 | Air DjiboutiAIR DJIB                                      |
| 3284 | AERO VIRGIN ISLANDS - AERVIRGINIS                         |
| 3285 | Aero PeruAEROPERU   |
| 3286 | Aero. NicaraguensesAERO NIC                               |
| 3287 | Aero Coach AviationAEROCOAC                               |
| 3292 | Cyprus AirwaysCYPRUSA                                     |
| 3293 | EcuatorianaECUATORI                                       |
| 3294 | Ethiopian AirlinesETHIOPIA                                |
| 3295 | Kenya AirwaysKENYAAIR                                     |
| 3296 | Air Berlin (AIRBERLIN)                                    |
| 3297 | Tarom Romanian Air TransportTAROM AIR                     |
| 3298 | Air MauritiusAIRMAURI                                     |
| 3299 | Wideroes FlyveselskapWIDEROES                             |
| 3300 | Azul Air  |
| 3301 | Wizz Air  |

| Car Rental |                          |
|------------|--------------------------|
| 3351       | Affiliated Auto Rental   |
| 3352       | American International   |
| 3353       | Brooks Rent A Car        |
| 3354       | Action Auto Rental       |
| 3355       | SIXT Car Rental          |
| 3357       | Hertz                    |
| 3359       | Payless Car Rental       |
| 3360       | Snappy Car Rental        |
| 3361       | Airways Rent-A-Car       |
| 3362       | Altra Auto Rental        |
| 3364       | Agency Rent-A-Car        |
| 3366       | Budget Rent-A-Car        |
| 3368       | Holiday Rent-A-Car       |
| 3370       | Rent A Wreck             |
| 3374       | Accent Rent-A-Car        |
| 3376       | Ajax Rent-A-Car          |
| 3380       | Triangle Rent A Car      |
| 3381       | Europ Car                |
| 3385       | Tropical Rent-A-Car      |
| 3386       | Showcase Rental Cars     |
| 3387       | Alamo Rent-A-Car         |
| 3388       | Merchants Rent-A-Car     |
| 3389       | Avis Rent A Car          |
| 3390       | Dollar Rent A Car        |
| 3391       | Europe By Car            |
| 3393       | National Car Rental      |
| 3394       | Kemwell Group Rent-A-Car |
| 3395       | Thrifty Car Rental       |
| 3396       | Tilden Rent-A-Car        |
| 3398       | Econo Car Rent-A-Car     |
| 3400       | Auto Host Car Rental     |
| 3405       | Enterprise Rent-A-Car    |
| 3409       | General Rent-A-Car       |
| 3412       | A1 Rent-A-Car            |
| 3414       | GODFREY NATL RENT-A-CAR  |
| 3420       | ANSA International       |
| 3421       | Allstate Rent-A-Car      |
| 3423       | Avcar Rent-A-Car         |
| 3425       | Automate Rent-A-Car      |
| 3427       | Avon Rent-A-Car          |
| 3428       | Carey Rent-A-Car         |
| 3429       | Insurance Rent-A-Car     |
| 3430       | Major Rent-A-Car         |
| 3431       | Replacement Rent-A-Car   |
| 3432       | Reserve Rent-A-Car       |
| 3433       | Ugly Duckling Rent-A-Car |
| 3434       | USA Rent-A-Car           |
| 3435       | Value Rent-A-Car         |
| 3436       | Autohansa Rent-A-Car     |
| 3437       | CITE RENT -A-CAR         |
| 3438       | Interent Rent-A-Car      |
| 3439       | Milleville Rent-A-Car    |
| 3441       | Advantage Rent A Car     |
| Hotels     |                          |

|      |                                  |
|------|----------------------------------|
| 3501 | Holiday Inns                     |
| 3502 | Best Western Hotels              |
| 3503 | Sheraton                         |
| 3504 | Hilton Hotels                    |
| 3505 | Forte Hotels                     |
| 3506 | Golden Tulip Hotels              |
| 3507 | Friendship Inns                  |
| 3508 | Quality Inns                     |
| 3509 | Marriott                         |
| 3510 | Days Inns                        |
| 3511 | Arabella Hotels                  |
| 3512 | Intercontinental Hotels          |
| 3513 | Westin                           |
| 3514 | Amerisuites                      |
| 3515 | Rodeway Inns                     |
| 3516 | LaQuinta Inns                    |
| 3517 | Americana Hotels                 |
| 3518 | Sol Hotels                       |
| 3519 | Pullman International Hotels     |
| 3520 | Meridien Hotels                  |
| 3521 | Royal Lahaina Resort             |
| 3522 | Tokyo Hotel                      |
| 3523 | Peninsula Hotels                 |
| 3524 | WelcomGroup Hotels               |
| 3525 | Dunfey Hotels                    |
| 3526 | Prince Hotels                    |
| 3527 | Downtowner Passport              |
| 3528 | Red Lion Inns                    |
| 3529 | CP (Canadian Pacific) Hotels     |
| 3530 | Renaissance Hotels               |
| 3531 | Kauai Coconut Beach Resort       |
| 3532 | Royal Kona Resort                |
| 3533 | Hotel Ibis                       |
| 3534 | Southern Pacific Hotel           |
| 3535 | Hilton International             |
| 3536 | AMFAC Hotels                     |
| 3537 | ANA Hotels                       |
| 3538 | Concorde Hotels                  |
| 3539 | Summerfield Suites Hotel         |
| 3540 | Iberotel Hotels                  |
| 3541 | Hotel Okura                      |
| 3542 | Royal Hotels                     |
| 3543 | Four Seasons Hotels              |
| 3544 | Ciga Hotels                      |
| 3545 | Shangri-La International         |
| 3546 | Sierra Suites Hotel              |
| 3547 | Breakers Resort                  |
| 3548 | Hotels Melia                     |
| 3549 | Auberge des Gouverneures         |
| 3550 | Regal 8 Inns                     |
| 3551 | Mirage Hotel and Casino          |
| 3552 | Coast Hotel                      |
| 3553 | Park Inns International          |
| 3554 | Pinehurst Resort                 |
| 3555 | Treasure Island Hotel and Casino |

|      |                               |
|------|-------------------------------|
| 3556 | Barton Creek Resort           |
| 3557 | Manhattan East Suite Hotels   |
| 3558 | Jolly Hotels                  |
| 3559 | CANDLEWOOD SUITES             |
| 3560 | Aladdin Resort and Casino     |
| 3561 | Golden Nugget                 |
| 3562 | Comfort Inns                  |
| 3563 | Journey's End Motels          |
| 3564 | Sam's Town Hotel and Casino   |
| 3565 | Relax Inns                    |
| 3566 | Garden Place Hotel            |
| 3567 | Soho Grand Hotel              |
| 3568 | Ladbroke Hotels               |
| 3569 | Tribeca Grand Hotel           |
| 3570 | Forum Hotels                  |
| 3571 | Grand Wailea Resort           |
| 3572 | Miyako Hotel                  |
| 3573 | Sandman Hotels                |
| 3574 | Venture Inn                   |
| 3575 | Vagabond Hotels               |
| 3576 | La Quinta Resort              |
| 3577 | Mandarin Oriental Hotels      |
| 3578 | Frankenmuth Bavarian          |
| 3579 | Hotel Mercure                 |
| 3580 | Hotel Del Coronado            |
| 3581 | Delta Hotels                  |
| 3582 | California Hotel and Casino   |
| 3583 | SAS Hotels                    |
| 3584 | Princess Hotels International |
| 3585 | Hungar Hotels                 |
| 3586 | Sokos Hotel                   |
| 3587 | Doral Hotels                  |
| 3588 | Helmsley Hotels               |
| 3589 | Doral Golf Resort             |
| 3590 | Fairmont Hotels               |
| 3591 | Sonesta Hotels                |
| 3592 | Omni Hotels                   |
| 3593 | Cunard Hotels                 |
| 3594 | Arizona Biltmore              |
| 3595 | Hospitality Inns              |
| 3596 | Wynn Las Vegas                |
| 3597 | Riverside Resort and Casino   |
| 3598 | Regent International Hotel    |
| 3599 | Pannonia Hotels               |
| 3600 | Saddlebrook ResortTampa       |
| 3601 | TradeWinds Resorts            |
| 3602 | Hudson Hotel                  |
| 3603 | Noah's Hotel                  |
| 3604 | Hilton Garden Inn             |
| 3605 | Jurys Doyle Hotel Group       |
| 3606 | Jefferson Hotel               |
| 3607 | Fontainebleau Resort          |
| 3608 | Gaylord Opryland              |
| 3609 | Gaylord Palms                 |
| 3610 | Gaylord Texan                 |

|      |                                |
|------|--------------------------------|
| 3611 | C MON INN                      |
| 3612 | Movenpick                      |
| 3613 | Microtel Inn and Suites        |
| 3614 | AmericInn                      |
| 3615 | Travelodge                     |
| 3616 | Hermitage Hotel                |
| 3617 | America's Best Value Inn       |
| 3618 | Great Wolf                     |
| 3619 | ALOFT                          |
| 3620 | Binions Horseshoe Club         |
| 3621 | Extended Stay                  |
| 3622 | Merlin Hotel Group             |
| 3623 | Dorint Hotels                  |
| 3624 | Lady Luck Hotel and Casino     |
| 3625 | Hotel Universale               |
| 3626 | Studio Plus                    |
| 3627 | Extended Stay America          |
| 3628 | Excalibur Hotel and Casino     |
| 3629 | Dan Hotels                     |
| 3630 | Extended Stay Deluxe           |
| 3631 | Sleep Inns                     |
| 3632 | Phoenician                     |
| 3633 | Rank Hotels                    |
| 3634 | Swissotel                      |
| 3635 | Reso Hotel                     |
| 3636 | Sarova Hotels                  |
| 3637 | Ramada Inns                    |
| 3638 | Howard Johnson                 |
| 3639 | Mount Charlotte Thistle        |
| 3640 | Hyatt Hotels                   |
| 3641 | Sofitel Hotels                 |
| 3642 | Novotel Hotels                 |
| 3643 | Steigenberger Hotels           |
| 3644 | EconoLodges                    |
| 3645 | Queens Moat Houses             |
| 3646 | Swallow Hotels                 |
| 3647 | Husa Hotels                    |
| 3648 | De Vera Hotels                 |
| 3649 | Radisson Hotels                |
| 3650 | Red Roof Inns                  |
| 3651 | Imperial London Hotels         |
| 3652 | Embassy Hotels                 |
| 3653 | Penta Hotels                   |
| 3654 | Loews Hotels                   |
| 3655 | Scandic Hotels                 |
| 3656 | Sara Hotels                    |
| 3657 | Oberoi Hotels                  |
| 3658 | New Otani Hotels               |
| 3659 | Taj Hotels International       |
| 3660 | Knights Inn                    |
| 3661 | Metropole Hotels               |
| 3662 | Circus Circus Hotel and Casino |
| 3663 | Hoteles El Presidente          |
| 3664 | Flag Inns                      |
| 3665 | Hampton Inn Hotels             |

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|------|---------------------------------|
| 3666 | Stakis Hotels                   |
| 3667 | Luxor Hotel and Casino          |
| 3668 | Maritim Hotels                  |
| 3669 | Eldorado Hotel and Casino       |
| 3670 | Arcade Hotels                   |
| 3671 | Arctia Hotels                   |
| 3672 | Campanile Hotels                |
| 3673 | IBUSZ Hotels                    |
| 3674 | Rantasipi Hotels                |
| 3675 | Interhotel CEDOK                |
| 3676 | Monte Carlo Hotel and Casino    |
| 3677 | Climat de France Hotels         |
| 3678 | Cumulus Hotels                  |
| 3679 | Silver Legacy Hotel and Casino  |
| 3680 | Hoteis Othan                    |
| 3681 | Adams Mark Hotels               |
| 3682 | Sahara Hotel and Casino         |
| 3683 | Bradbury Suites                 |
| 3684 | Budget Hosts Inns               |
| 3685 | Budgetel Inns                   |
| 3686 | Susse Chalet                    |
| 3687 | Clarion Hotels                  |
| 3688 | Compri Hotels                   |
| 3689 | Consort Hotels                  |
| 3690 | Courtyard by Marriott           |
| 3691 | Dillon Inn                      |
| 3692 | Doubletree Hotels               |
| 3693 | Drury Inn                       |
| 3694 | Economy Inns of America         |
| 3695 | Embassy Suites                  |
| 3696 | Excel Inn                       |
| 3697 | Fairfield Hotels                |
| 3698 | Harley Hotels                   |
| 3699 | Midway Motor Lodge              |
| 3700 | Motel 6                         |
| 3701 | La Mansion Del Rio              |
| 3702 | Registry Hotels                 |
| 3703 | Residence Inn                   |
| 3704 | Royce Hotels                    |
| 3705 | Sandman Inn                     |
| 3706 | Shilo Inn                       |
| 3707 | Shoney's Inn                    |
| 3708 | Virgin River Hotel and Casino   |
| 3709 | Super 8 Motels                  |
| 3710 | Ritz Carlton                    |
| 3711 | Flag Inns (Australia)           |
| 3712 | Buffalo Bill's Hotel and Casino |
| 3713 | Quality Pacific Hotel           |
| 3714 | Four Seasons (Australia) Hotels |
| 3715 | Fairfield Inn                   |
| 3716 | Carlton Hotels                  |
| 3717 | City Lodge Hotels               |
| 3718 | Karos Hotels                    |
| 3719 | Protea Hotels                   |
| 3720 | Southern Sun Hotels             |

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|------|---------------------------------------|
| 3721 | Conrad Hotels                         |
| 3722 | Wyndham                               |
| 3723 | Rica Hotels                           |
| 3724 | Inter Nor Hotels                      |
| 3725 | Sea Pines Resort                      |
| 3726 | Rio Suites                            |
| 3727 | Broadmoor Hotel                       |
| 3728 | Ballys Hotel and Casino               |
| 3729 | John Ascuagas Nugget                  |
| 3730 | MGM Grand Hotel                       |
| 3731 | Harrahs Hotels and Casinos            |
| 3732 | Opryland Hotel                        |
| 3733 | Boca Raton Resort                     |
| 3734 | Harvey Bristol Hotels                 |
| 3735 | Masters Economy Inns                  |
| 3736 | Colorado Belle Edgewater Resort       |
| 3737 | Riviera Hotel and Casino              |
| 3738 | Tropicana Resort and Casino           |
| 3739 | Woodside Hotels and Resorts           |
| 3740 | TownePlace Suites                     |
| 3741 | Millennium Hotels                     |
| 3742 | Club Med                              |
| 3743 | Biltmore Hotel and Suites             |
| 3744 | Carefree Resorts                      |
| 3745 | St. Regis Hotel                       |
| 3746 | Eliot Hotels                          |
| 3747 | Club Corp/Club Resorts                |
| 3748 | Wellesley Inns                        |
| 3749 | Beverly Hills Hotel                   |
| 3750 | Crowne Plaza Hotels                   |
| 3751 | Homewood Suites                       |
| 3752 | Peabody Hotels                        |
| 3753 | Greenbriar Resorts                    |
| 3754 | Amelia Island Plantation              |
| 3755 | Homestead                             |
| 3756 | South Seas Resorts                    |
| 3757 | Canyon Ranch                          |
| 3758 | Kahala Mandarin Oriental Hotel        |
| 3759 | Orchid at Mauna Lani                  |
| 3760 | Halekulani Hotel/Waikiki Parc         |
| 3761 | Primadonna Hotel and Casino           |
| 3762 | Whiskey Pete's Hotel and Casino       |
| 3763 | Chateau Elan Winery and Resort        |
| 3764 | Beau Rivage Hotel and Casino          |
| 3765 | Bellagio Hotel and Casino             |
| 3766 | Fremont Hotel and Casino              |
| 3767 | Main Street Hotel and Casino          |
| 3768 | Silver Star Hotel and Casino          |
| 3769 | Stratosphere Hotel and Casino         |
| 3770 | SpringHill Suites                     |
| 3771 | Caesars Hotel and Casino              |
| 3772 | Nemacolin Woodlands                   |
| 3773 | Venetian Resort Hotel and Casino, The |
| 3774 | New York, New York Hotel and Casino   |
| 3775 | Sands Resort                          |

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|------|---|
| 3776 | Nevele Grande Resort and Country Club       |
| 3777 | Mandalay Bay Resort                         |
| 3778 | Four Points Hotels                          |
| 3779 | W Hotels                                    |
| 3780 | Disney Resorts                              |
| 3781 | Patricia Grand Resort Hotels                |
| 3782 | Rosen Hotels and Resorts                    |
| 3783 | Town and Country Resort & Convention Center |
| 3784 | First Hospitality Hotels                    |
| 3785 | Outrigger Hotels & Resorts                  |
| 3786 | Ohana Hotels of Hawaii                      |
| 3787 | Caribe Royale Resort Suites & Villas        |
| 3788 | Ala Moana Hotel                             |
| 3789 | Smugglers' Notch Resort                     |
| 3790 | Raffles Hotels                              |
| 3791 | Staybridge Suites                           |
| 3792 | Claridge Casino Hotel                       |
| 3793 | The Flamingo Hotels                         |
| 3794 | Grand Casino Hotels                         |
| 3795 | Paris Las Vegas Hotel                       |
| 3796 | Peppermill Hotel Casino                     |
| 3797 | Atlantic City Hilton                        |
| 3798 | Embassy Vacation Resort                     |
| 3799 | Hale Koa Hotel                              |
| 3800 | Homestead Suites                            |
| 3801 | Wilderness Hotel and Golf Resort            |
| 3802 | The Palace Hotel                            |
| 3803 | The Wigwam Golf Resort and Spa              |
| 3804 | The Diplomat Country Club and Spa           |
| 3805 | The Atlantic                                |
| 3806 | Princeville Resort                          |
| 3807 | Element                                     |
| 3808 | LXR (Luxury Resorts)                        |
| 3809 | Settle Inn                                  |
| 3810 | La Costa Resort                             |
| 3811 | Premier Inn                                 |
| 3812 | Hyatt Place                                 |
| 3813 | Hotel Indigo                                |
| 3814 | The Roosevelt Hotel NY                      |
| 3815 | Holiday Inn Nickelodeon                     |
| 3816 | HOME2 Suites                                |
| 3817 | Affinia                                     |
| 3818 | MAINSTAY SUITES                             |
| 3819 | Oxford Suites                               |
| 3820 | Jumeirah Essex House                        |
| 3821 | Caribe Royale                               |
| 3822 | Crossland                                   |
| 3823 | Grand Sierra Resort                         |
| 3824 | Aria Hotels                                 |
| 3825 | Vdara                                       |
| 3826 | Autograph                                   |
| 3827 | Galt  |
| 3828 | Cosmopolitan Hotel                          |
| 3829 | Country Inn By Carlson                      |
| 3830 | Park Plaza Hotel                            |



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|------|-----------------------------|
| 3831 | Waldorf                     |
| 3832 | Curio Hotels                |
| 3833 | Canopy                      |
| 3834 | Baymont Inn & Suites        |
| 3835 | Dolce                       |
| 3836 | Hawthorne Suites by Wyndham |

## COMMERCIAL CARD AGREEMENT (PIGGYBACK AGREEMENT)

This Piggyback Agreement is entered into and is effective as of \_\_\_\_\_, 2024 (the “Effective Date”), by and between **SEMINOLE COUNTY, FL** (the “Client”) and **JPMORGAN CHASE BANK, N.A.** (the “Bank”) (each may individually be referred to as a “Party” and collectively as the “Parties”).

### Recitals

WHEREAS, Pasco County, FL, a political subdivision of the state of Florida, by and through its Board of County Commissioners (the “Original Client”) issued a Request for Proposals (“RFP”) for the purpose of receiving proposals to provide commercial card services as described in the RFP (the “Services”).

WHEREAS, the Bank responded to the RFP and the Original Client selected the Bank as the successful proposer to the RFP.

WHEREAS, the Bank and the Original Client entered into a Master Commercial Card Agreement dated August 8, 2023 pursuant to the RFP under which the Bank agreed to perform the Services for the Original Client in accordance with the terms and conditions described therein (the “Main Contract”), which is attached hereto as Exhibit A.

WHEREAS, the Client has the legal authority and is duly authorized to purchase services from a vendor who has been awarded a contract procured pursuant to a competitive bid by another governmental entity when seeking to utilize the same or similar services provided for in said contract.

WHEREAS, the Client has determined that the Original Client selected the Bank through procedures substantially similar to the Client’s own purchasing policies.

WHEREAS, the Client desires to “piggyback” onto the Main Contract and wishes to receive the same or similar Services under such Main Contract as applicable to the Client, and the Bank consents to the aforesaid “piggyback.”

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Bank agrees to provide the Services to the Client in accordance with the terms and conditions of the Main Contract, at the prices specified or described therein or as otherwise mutually agreed. Pricing for Services utilized by the Client but not subject to the Main Contract pricing and additional services and options that the Client may add in the future will be as mutually agreed, and if required, subject to execution of applicable documentation.
2. Description of the Agreement. The entire and integrated “Agreement” between the Client and the Bank is comprised of the following documents: (i) this commercial card “piggyback” agreement (the “Base Agreement”); and the following documents incorporated herein by reference: (ii) the Main Contract; and (iii) related Bank documentation and such supplements, amendments, and additional program service terms as may be provided from time to time (“Program Documentation”), to the extent applicable to the provision of Services to the Client. In the event of any inconsistencies between the terms in the documents described in the preceding sentence, the order of precedence shall be as follows: this Base Agreement, the Main Contract, and the Program Documentation. All references to the Original Client in the Main Contract shall be construed for the purposes of this Agreement as applying to the Client except as otherwise provided in this Agreement.
3. Term of the Agreement. This Base Agreement shall have an initial term of five (5) years from the Effective Date. Thereafter, this Base Agreement may be renewed for up to three (3) one year terms if

mutually agreed in writing by both parties. This Base Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Main Contract with respect to the original parties thereto.

4. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Program Documentation, shall be sent by ordinary mail, courier, facsimile transmission, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon, at such address as either Party may from time to time specify to the other Party.
5. Representations and Warranties.
  - a. Each Party to this Agreement represents and warrants that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
  - b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the Party on whose behalf he or she is executing.
  - c. Client represents and warrants that the execution and performance of the Agreement does not violate any law, rule or regulation, or any duty arising in law or equity applicable to Client, including without limitation, FS 287.056-057.
  - d. Client further represents and warrants that its policies allow for “piggybacking” and that such policies and any related procedures have been duly complied with prior to entering into this Agreement.
6. Miscellaneous.
  - a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement of the Parties hereto and supersedes any prior understanding or agreement between the Parties respecting the within subject matter.
  - b. Neither Party shall be deemed to have waived any right or remedies under this Agreement unless such waiver is in writing and signed by the waiving Party. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
  - c. This Base Agreement may be amended or waived, subject to applicable law, only in writing signed by both Parties; provided, however, that, in the event the Bank is required to amend this Base Agreement due to (i) changes in applicable laws or regulations, (ii) changes in network rules or (iii) a change to Bank’s commercial card program offering that affects all or substantially all of Bank’s clients with commercial card programs, the Bank may unilaterally change the terms of this Base Agreement upon thirty (30) days prior written notice to the Client. The Client shall be deemed to have accepted such change if the Client continues to use the Program following the effective date of such change.
  - d. In case any provision of this Base Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
  - e. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
  - f. This Base Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Base Agreement to be executed by their respective authorized officers as of the Effective Date.

**Client Authorization:** The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Agreement. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Agreement and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

### SEMINOLE COUNTY, FL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

**Client Attestation:** The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Agreement and that the person signing above on behalf of Client, whose execution of this Agreement was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Agreement. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

### JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**MAIN CONTRACT**

**Master Commercial Card Agreement for Pasco County**



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1384**

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**Title:**

Approve the Unilateral Termination for Cause of Benchmark Construction Company, Inc., of Bartlett, IL - Country Club Heights Sewer and Water Main Replacement (CC-3999-21/TAD) and authorize the Purchasing and Contracts Division Director to execute the Unilateral Termination. District4- Lockhart (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Utilities

**Division:**

Resource Management - Purchasing and Contracts

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

Robert Bradley/407-665-7111

**Background:**

On April 12, 2022, the Board awarded Benchmark Construction Company, Inc. of Bartlett, IL ("Benchmark"), the contract for the Country Club Heights Sewer and Water Main Replacement Project, in the amount of \$3,873,725.00. The parties executed the Agreement on May 3, 2022, and the County issued a Notice to Proceed on June 13, 2022, with a contractual deadline of 540 calendar days to Substantial Completion and an additional 30 calendar days for Final Completion.

In 2023, through two change orders, the County granted Benchmark an additional 116 days, extending the Substantial Completion date to March 29, 2024, and the Final Completion date to April 28, 2024.

Prior to April 19, 2024, the County notified Benchmark of deficiencies, delays, and non-compliance with project specifications and industry standards. Then, on April 19, 2024, the County issued a memorandum of deficiencies to Liberty Mutual Insurance Company ("Surety") and Benchmark relating to the same. The County requested a plan acceptable to the County for completion of the project without further delay. However, Benchmark was unable to provide a reasonable, sufficient, and complete

action plan to complete the project in accordance with the agreed upon terms and to rectify deficiencies and delays.

As a result, on May 17, 2024, the County issued Surety a formal Notice of Breach for failure to meet contractual obligations and requested Benchmark and all of its subcontractors to vacate the project site.

The County has sought input from its engineer, as well as an independent consultant. Each have concluded Benchmark has failed to perform work in accordance with project and contract requirements.

Given the ongoing delays, failure to meet Project specifications, and the County's lack of confidence in Benchmark's ability to complete the project, staff recommends termination for cause.

**Requested Action:**

Staff recommends that the Board approve the Unilateral Termination for Cause of Benchmark Construction Company, Inc., of Bartlett, IL - Country Club Heights Sewer and Water Main Replacement (CC-3999-21/TAD) and authorize the Purchasing and Contracts Division Director to execute the Unilateral Termination.

**UNILATERAL TERMINATION OF CONSTRUCTION SERVICES AGREEMENT  
FOR COUNTRY CLUB HEIGHTS SEWER AND WATER MAIN REPLACEMENT  
(CC-3999-21/TAD)**

**NOTICE IS HEREBY GIVEN** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Unilateral Termination of Agreement referred to as “COUNTY”, hereby unilaterally terminates for cause the Agreement described below with **BENCHMARK CONSTRUCTION COMPANY INC.**, whose address is 2260 Southwind Boulevard, Bartlett, Illinois 50103, in this Unilateral Termination of Agreement referred to as “CONTRACTOR”, and COUNTY states,

**WHEREAS**, on May 3, 2022, the parties entered into an Agreement for sewer and water main replacement for Country Club Heights, (in this Unilateral Termination of Agreement referred to as the “Agreement”); and



**WHEREAS**, a Notice to Proceed was issued pursuant to the Agreement by COUNTY and accepted by CONTRACTOR on June 13, 2022 and provided for work to be substantially completed within five hundred forty (540) calendar days on December 4, 2023; and for final completion to occur within thirty (30) calendar days thereafter on January 3, 2024; and

**WHEREAS**, COUNTY issued Change Order No. 01 on or about May 17, 2023, in part, for an additional twenty-two (22) calendar day time extension to the substantial and final completion dates; and

**WHEREAS**, COUNTY issued Change Order No. 02 on or about June 26, 2023 for an additional ninety-four (94) calendar day time extension to the substantial and final completion dates; and



**WHEREAS**, as a result of the Change Orders No. 01 and 02, CONTRACTOR's substantial completion date was revised to March 29, 2024, with final completion to occur on April 28, 2024; and

**WHEREAS**, on April 19, 2024, COUNTY issued a memorandum of deficiencies to Liberty Mutual Insurance Company ("Surety") and CONTRACTOR relating to CONTRACTOR's failure to meet contractual timelines, non-compliance with project specifications and industry standards, and emergency situations caused by CONTRACTOR's deficient performance, and requested Surety provide COUNTY a plan acceptable for completion of the project without any further delay; and

**WHEREAS**, prior to April 19, 2024, COUNTY notified CONTRACTOR of deficiencies, delays, and non-compliance with project specifications and industry standards, including, but not limited to, by correspondence dated February 19, 2024; and

**WHEREAS**, on May 17, 2024, COUNTY issued Surety a formal Notice of Breach for failure to meet contractual obligations and requested CONTRACTOR and all of its subcontractors to immediately, but no later than seven (7) business days, vacate the project site in a professional manner; and

**WHEREAS**, on June 7, 2024, Surety issued COUNTY its "preliminary results of its limited investigation" and requested for COUNTY to discuss potential resolution options; however, CONTRACTOR was unable to provide a reasonable, sufficient, and complete action plan to complete the project in accordance with the agreed upon terms and to rectify deficiencies and delays; and

**WHEREAS**, COUNTY met with CONTRACTOR, Surety, and their respective counsels on multiple occasions in an effort to provide CONTRACTOR an opportunity to provide COUNTY a complete remedial plan; and

**WHEREAS**, COUNTY sought input from the engineer who evaluated performance of CONTRACTOR and concluded CONTRACTOR failed to perform work in accordance with project and contract requirements; and

**WHEREAS**, COUNTY engaged an independent consultant who reviewed project records and conducted an investigation to evaluate CONTRACTOR's performance; COUNTY's consultant concluded CONTRACTOR failed to perform work in accordance with project and contract requirements; and

**WHEREAS**, Section 15.3.1.3 and 15.3.1.8 of the General Conditions authorizes COUNTY to terminate the Agreement for CONTRACTOR's failure to fulfill CONTRACTOR's obligations to timely complete the sewer and water replacement for Country Club Heights under the Agreement; and

**WHEREAS**, COUNTY expressly reserves all rights and remedies under the Agreement, including the right to assert additional grounds for termination beyond the untimely performance and defective workmanship cited in this Unilateral Termination of Agreement.

**NOW, THEREFORE,**

1. The foregoing recitals are true, correct, and constitute COUNTY's findings in support of this Unilateral Termination of Agreement.
2. COUNTY hereby unilaterally declares that the Agreement is terminated effective November 12, 2024.

3. CONTRACTOR is directed to close all of CONTRACTOR's files for COUNTY and return all records of CONTRACTOR's activity to COUNTY within thirty (30) days of the date of this Unilateral Termination of Agreement.

*[Balance of page left intentionally blank]*



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

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance of  
Seminole County only.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

BP

10/30/24

T:\Users\Legal Secretary CSB\Purchasing 2024\CC-3999-21Termination (10.30.24).docx



By:\_\_\_\_\_

STEPHEN KOONTZ,  
Purchasing and Contracts Manager

Date:\_\_\_\_\_

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



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1459**

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### **Title:**

Request Board approval to submit a grant application to the U.S. Environmental Protection Agency (EPA) Solid Waste Infrastructure for Recycling (SWIFR) Grants requesting up to \$5,000,000 to upgrade recycling education and services through the County Solid Waste Department; and authorize the County Manager or designee to execute the grant application and supporting documents as required for the grant. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**)  
Requesting Department - Environmental Services

### **Division:**

Resource Management - Grants Administration

### **Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

### **Contact/Phone Number:**

George Woodring/407-665-7168

### **Background:**

The EPA has announced funding through the Solid Waste Infrastructure for Recycling (SWIFR) grant program. These grants will help local waste management authorities enhance post-consumer materials management and municipal recycling programs. This funding is a vital opportunity to invest in projects that improve recycling, reduce contamination, and promote a circular economy in solid waste management. Applications are due by December 20, 2024, for three-year projects, with a maximum funding amount of \$5,000,000, and no match is required.

Seminole County will use the funding to retrofit a designated recycling education center. This center will educate citizens on recycling and provide programming to teach citizens how to repurpose furniture and upcycle clothing. Additionally, the project will enhance the County's infrastructure for receiving recycled goods by expanding the scale house. To ensure accurate reporting on inputs and outputs, the County will also seek updated software to monitor project efforts.

**Requested Action:**

Staff requests Board approval to submit a grant application to the U.S. Environmental Protection Agency (EPA) Solid Waste Infrastructure for Recycling (SWIFR) Grants requesting up to \$5,000,000 to upgrade recycling education and services through the County Solid Waste Department; and authorize the County Manager or designee to execute the grant application and supporting documents as required for the grant.

**TITLE: Solid Waste Infrastructure for Recycling (SWIFR) Grants for Political Subdivisions of States and Territories**

**AGENCY:** ENVIRONMENTAL PROTECTION AGENCY (EPA)

**FUNDING OPPORTUNITY NUMBER:** EPA-I-OLEM-ORCR-24-05

**Assistance Listing No:** 66.920

**Cost Share:** Not Applicable to Funding Opportunity

**Estimated Funding:** \$58,000,000 (Approximately 20-30 awarded)

**Award Amounts:** \$500,000 – \$5,000,000

**Award Term:** Up to 3 years

**Award Type:** Cooperative Agreement

**Submission:** <https://www.grants.gov/>

**KEY DATES:**

**Dec. 20, 2024 NOFO CLOSING – APPLICATIONS DUE BY 11:59 PM (ET)**

July 2025 ANTICIPATED NOTIFICATION OF FUNDING SELECTION

Dec. 2025 ANTICIPATED AWARD

To allow for efficient management of the competitive process, the EPA requests submittal of an optional, informal **Notice of Intent to Apply** by **November 15, 2024** to **SWIFR@epa.gov**. Please include your approximate funding amount, the track under which you are applying (refer to *Section I.E: Program Tracks* for more information), and one to two sentences about the scope of your project. Submission of an Intent to Apply is optional. The Notice of Intent to Apply is not required.



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1457**

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### **Title:**

Approve and authorize the Chairman to execute a contract with FEMA through the Florida Division of Emergency Management in the amount of \$181,077.81 for mitigation reconstruction project to provide flood protection to a single-family structure located at 1952 Lake Street, Oviedo, Florida; and to execute a Budget Amendment Request (BAR) 25-002 through the Federal Mitigation Grant Funds in the amount of \$181,077.81; and authorize the County Manager or designee to sign all work orders, purchasing contracts and related grant modification documents specific to this project. District2 - Zembower (**Lorie Bailey Brown, CFO/Resource Management Director**)  
Requesting Department - Emergency Management

### **Division:**

Resource Management - Grants Administration

### **Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

### **Contact/Phone Number:**

George Woodring/407-665-7168

### **Background:**

FEMA has awarded a grant contract for the Hazard Mitigation Grant Program (HMGP) for the mitigation reconstruction project to provide flood protection to a single-family structure located at 1952 Lake Street, Oviedo, Florida 32765. The HMGP project scope of work is to demolish the existing building and construct a new code-compliant structure on a stem wall foundation, elevated to at least two feet above the Base Flood Elevation (BFE+2).

FEMA has authorized \$181,077.81 for this project with the homeowner responsible for all Non-Federal Cost. The Property Project Total is \$391,163.00 of which the most the homeowner will receive reimbursement from grant funds is \$171,094.50. The County will receive an administrative fee for this project in the amount of \$9,983.31. BAR 24-002 in the amount of \$181,077.81 will appropriate budget for this project. This will be



a reimbursement to the homeowner as construction cost are incurred.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a contract with FEMA through the Florida Division of Emergency Management in the amount of \$181,077.81 for mitigation reconstruction project to provide flood protection to a single-family structure located at 1952 Lake Street, Oviedo, Florida; and to execute a Budget Amendment Request (BAR) 25-002 through the Federal Mitigation Grant Funds in the amount of \$181,077.81; and authorize the County Manager or designee to sign all work orders, purchasing contracts and related grant modification documents specific to this project.

**SUB-RECIPIENT AGREEMENT CHECKLIST**  
**DIVISION OF EMERGENCY MANAGEMENT**  
**MITIGATION BUREAU**  
**FISCAL OPERATIONS UNIT**  
**HMGP**

| REQUEST FOR REVIEW AND APPROVAL |   |
|---------------------------------|---|
| <b>SUB-RECIPIENT:</b>           | Seminole County   |
| <b>PROJECT #:</b>               | 4673-090-R  |
| <b>PROJECT TITLE:</b>           | Seminole County, Lake Street, Mitigation Reconstruction |
| <b>CONTRACT #:</b>              | H1119   |
| <b>MODIFICATION #:</b>          |   |

| SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT) |   |
|---|---|
|   | Kathryn Valentine<br>Mitigation Coordinator<br>150 Eslinger Way<br>Sanford, Florida 32773 |

Enclosed is your copy of the proposed contract/modification between **Seminole County** and the Florida Division of Emergency Management (FDEM).

| COMPLETE                            |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | This form is required to be included with all Reviews, Approvals, and Submittals   |
| <input type="checkbox"/>            | Reviewed and Approved  |
| <input type="checkbox"/>            | Signed & Dated Electronic Copy by Official Representative  |
| <input type="checkbox"/>            | <b>Copy of the organization's resolution or charter</b> that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief                   |
| <input checked="" type="checkbox"/> | Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated<br><br><input type="checkbox"/> N/A for Modifications or State Funded Agreements |
| <input checked="" type="checkbox"/> | Attachment K – Certification Regarding Lobbying - completed, signed, and dated<br><br><input type="checkbox"/> N/A for Modifications or State Funded Agreements                            |
| <input checked="" type="checkbox"/> | Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated  |
| <input type="checkbox"/>            | Electronic Submittal to the Grant Specialist   |

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 583-6215 or email me at [Margaret.Mulder@em.myflorida.com](mailto:Margaret.Mulder@em.myflorida.com).

Agreement Number: H1119  
Project Number: 4673-090-R

### FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

|  |   |
|--|---|
| Sub-Recipient's name:  | <u>Seminole County</u>  |
| Sub-Recipient's unique entity identifier (UEI/FEIN):   | <u>JPJLF4QHYR13 / 596000856</u>   |
| Federal Award Identification Number (FAIN):  | <u>FEMA-DR-4673-FL</u>  |
| Federal Award Date:  | <u>October 4, 2024</u>  |
| Subaward Period of Performance Start and End Date:   | <u>October 4, 2024 - October 31, 2027</u>   |
| Amount of Federal Funds Obligated by this Agreement:   | <u>\$167,108.31</u>   |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | <u>\$181,077.81</u>   |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity                        | <u>\$181,077.81</u>   |
| Federal award project description (see FFATA):   | <u>Mitigation Reconstruction</u>  |
| Name of Federal awarding agency:   | <u>Federal Emergency Management Agency</u>  |
| Name of pass-through entity:   | <u>FL Division of Emergency Management</u>  |
| Contact information for the pass-through entity:   | <u><a href="mailto:Margaret.Mulder@em.myflorida.com">Margaret.Mulder@em.myflorida.com</a></u> |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name:   | <u>97.039 Hazard Mitigation Grant Program</u>   |
| Whether the award is R&D:  | <u>N/A</u>  |
| Indirect cost rate for the Federal award:  | <u>N/A</u>  |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Seminole County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

### (3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Margaret Mulder  
Project Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
Telephone: 850-583-6215  
Email: [Margaret.Mulder@em.myflorida.com](mailto:Margaret.Mulder@em.myflorida.com)

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
Community Program Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: 850-815-4503  
Email: [Kathleen.Marshall@em.myflorida.com](mailto:Kathleen.Marshall@em.myflorida.com)

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Kathryn Valentine  
Mitigation Coordinator  
150 Eslinger Way  
Sanford, Florida 32773  
Telephone: 407-665-1012  
Email: kvalentine@seminolecountyfl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on October 4, 2024 and shall end on October 31, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$167,108.31.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and
  - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

#### (10) RECORDS



a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

## (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

#### (13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

#### (14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;

- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
  - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### (17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;



vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Exhibit 1 - Funding Sources
  - ii. Attachment A – Budget and Scope of Work
  - iii. Attachment B – Program Statutes and Regulations
  - iv. Attachment C – Statement of Assurances
  - v. Attachment D – Request for Advance or Reimbursement
  - vi. Attachment E – Justification of Advance Payment
  - vii. Attachment F – Quarterly Report Form
  - viii. Attachment G – Warranties and Representations
  - ix. Attachment H – Certification Regarding Debarment
  - x. Attachment I – Federal Funding Accountability and Transparency Act
  - xi. Attachment J – Mandatory Contract Provisions
  - xii. Attachment K – Certification Regarding Lobbying
  - xiii. Attachment L – Florida Accountability Contract Tracking System
  - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

#### (23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order



11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

### (33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: SEMINOLE COUNTY**

By: Please see next page for signatures

Name and Title: \_\_\_\_\_

FEID#: \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Kevin Guthrie, Director

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Jay Zembower, Chairman

Date: \_\_\_\_\_

For the use and reliance  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2024, regular meeting.

Approved as to form and  
legal sufficiency.

FID# 59-6000856  
UEI# JPJLF4QHYP13

\_\_\_\_\_  
County Attorney

\_\_\_\_\_

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

### Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$167,108.31**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

### Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

## **Attachment A**

### **Budget and Scope of Work**

#### **STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to improve and elevate a flood-prone property in Oviedo, Seminole County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-090-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Seminole County, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

#### **PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes a mitigation reconstruction project to provide flood protection to a single-family structure located at 1952 Lake Street, Oviedo, Florida 32765. Coordinates: (28.700994, -81.237060).

The HMGP project scope of work is to demolish the existing building and construct a new code-compliant structure on a stem wall foundation, elevated to at least two feet above the Base Flood Elevation (BFE+2). The existing two-story wood frame structure is built on a slab-on-grade foundation with a Lowest Floor Elevation (LFE) of 4.0 feet (NAVD88), and with a Base Flood Elevation (BFE) of 10.0 feet (NAVD88) in accordance with the FEMA Elevation Certificate and the effective Flood Insurance Rate Map (FIRM), respectively.

Project activities shall involve demolition, building, and site preparation, along with the disconnection of utilities. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. The electrical and mechanical equipment outside of the structure shall be elevated above the Base Flood Elevation. The property is susceptible to reoccurring flooding due to its location in a Coastal AE Zone within the Special Flood Hazard Area (SFHA). This proposed mitigation project aims to significantly reduce potential future flood damage to the property, thereby enhancing its resilience and ensuring the safety of its occupants.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking only. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

#### **TASKS & DELIVERABLES:**

##### **A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All



procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).
  - b) Letter of Completion (by engineer, floodplain manager or senior level official):
    - 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
    - 2. Certifying Compliance with all applicable codes/ordinances; and
    - 3. NFIP regulations, including applicable NFIP Technical bulletins.
  - c) Certificate of Occupancy certifying that the structure is code compliant.
  - d) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) ensuring each structure has been elevated to the proper elevation.
  - e) Verification that final square footage is within 10 percent of original structure square footage at the time of closeout per property.
  - f) Verification of Flood Insurance per property.
  - g) Digital Photographs: Front, rear, and side of final elevated structure, per property.
  - h) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based Paint Report, and Final Approval, as applicable.
  - i) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.
  - j) Copy of Warranty Deeds.
  - k) Copy of letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.
  - l) Copy of the floodplain permit or notification of No Permit Required (NPR) from the local floodplain administrator obtained before work began.
  - m) Letter or documentation verifying compliance with Migratory Bird Standard Conservation Measures.
  - n) Letter verifying if human remains, archaeological features or deposits, or prehistoric or historic artifacts were encountered during project activities and, if so, how they were handled.
  - o) A Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing materials were taken to an authorized landfill for such materials.
  - p) Letter verifying that the Sub-Recipient complied with all federal, state, and local abatement and disposal requirements if any asbestos containing materials, lead-based paint, or other hazardous materials were found during construction activities.
  - q) Letter verifying construction vehicles and equipment were stored either onside or at existing access points within the Sub-Recipient's Right-of-Way during the project.
  - r) Letter verifying all demolition debris was disposed of in a manner consistent with FDEP regulations, to include the disposal location.
  - s) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported

costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of Mitigation Reconstruction to improve and elevate the flood-prone property on Lake Street, Oviedo, Florida 32765 to include the construction of a new hazard resistant and code-compliant structure, which will provide protection from continuous flood damage.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking only. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
- 3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

**D) Environmental:**

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission to the Division and FEMA for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with **Florida Statutes, Section 872.05**.

- 4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes. Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way.
- 5) The Sub-Recipient shall ensure that all demolition debris is disposed of in a manner consistent with FDEP regulations. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 6) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 7) The Sub-Recipient shall follow the following Migratory Bird Standard Conservation Measures:

- a) To the extent practicable, schedule all vegetation removal, trimming, and grading of vegetated areas from the months of May to August, which is outside of the peak breeding season for migratory birds.
  - b) To minimize the spread of invasive species, it is recommended that construction equipment be washed prior to contact with waters and unpaved areas.
  - c) Removed vegetation should be disposed of properly to avoid incidentally dispersing invasive plants.
  - d) Educate contractors of relevant rules and regulations that protect wildlife. Prior to the onset of construction activities, the contractor's designated lead shall conduct a briefing with all construction staff to instruct them on the potential presence of species protected under the MBTA.
  - e) Do not collect birds (live or dead) or their parts (e.g., feathers) or nests without a valid permit.
  - f) Disturbed green spaces that will be revegetated shall use state and region native species.
  - g) To the extent practicable, limit construction activities to the time between dawn and dusk to avoid the illumination of adjacent habitat areas.
- 8) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) A copy of the Sub-Recipient-contractor/consultant executed contract agreements must be forwarded to the Division within 10 days of execution. Verification of the compliance with the Federal Procurement Standards and method of procurement documentation.
- 8) Submit Verify that a Duplication of Benefits review was completed to ensure property owners did not receive federal assistance for the same purpose from another source (such as Increased Cost of Compliance or Individual Assistance) for project closeout.
- 9) Verification that any program income has been deducted from the total project costs as specified in Title 2 of the Code of Federal Regulations Section 200.307

- 10) Documentation ensuring submitted expenses were eligible and all costs were incurred during the Period of Performance (POP) per each property.
- 11) Signed and Sealed As-built project plans (drawings), per property, by the Professional of Record for project closeout.
- 12) Letter of Completion (by engineer, floodplain manager or senior level official), for project closeout.
  - a) Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
  - b) Certifying Compliance with all applicable codes/ordinances, and
  - c) NFIP regulations, including applicable NFIP Technical bulletins, and
- 13) Certificate of Occupancy certifying that each structure is code compliant for project closeout.
- 14) Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure, ensuring each property has been elevated to the required elevation for project closeout.
- 15) Documentation of Flood Insurance for each structure for project closeout.
- 16) Signed "Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area (SFHA) with FEMA Grant Funds" form for each structure located in the SFHA for project closeout.
- 17) Documentation for Verification that final square footage is within 10 percent of original structure square footage at the time of closeout.
- 18) An officially recorded copy of the property deed amendment that includes notice of flood insurance requirements for each property for project closeout.
- 19) Digital Photographs: Front, rear, and both side of final elevated for each structure for project closeout.
- 20) Include a statement in the closeout request letter, which states what action was taken to address each environmental condition/requirement or explain why an action was not required with the prior approval was requested and received from FDEM and FEMA.
- 21) Submit required permits, notices, correspondence, or other relevant documentation outlined in the environmental project conditions for project closeout.
- 22) Submittal of a Signed Final Progress Report, utilizing the Quarterly Report (QR) Milestones-Activities Workbook.
- 23) Special Conditions required on implementation of project:
  - a) **EO 11988 CONDITION:** The subrecipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**
  - b) **MBTA CONDITION:** To the extent practicable, schedule all vegetation removal, trimming, and grading of vegetated areas from the months of May to August, which is outside of the peak breeding season for migratory birds. **Source of condition:** Migratory Bird Treaty Act (MBTA) **Monitoring Required: No**
  - c) **MBTA CONDITION:** To minimize the spread of invasive species, it is recommended that construction equipment be washed prior to contact with waters and unpaved areas. **Source of condition:** Migratory Bird Treaty Act (MBTA) **Monitoring Required: No**
  - d) **MBTA CONDITION:** Removed vegetation should be disposed of properly to avoid incidentally dispersing invasive plants. **Source of condition:** Migratory Bird Treaty Act (MBTA) **Monitoring Required: No**

- e) **MBTA CONDITION:** Educate contractors of relevant rules and regulations that protect wildlife. Prior to the onset of construction activities, the contractor's designated lead will conduct a briefing with all construction staff to instruct them on the potential presence of species protected under the MBTA. **Source of condition:** Migratory Bird Treaty Act (MBTA) **Monitoring Required: No**
  - f) **MBTA CONDITION:** Do not collect birds (live or dead) or their parts (e.g., feathers) or nests without a valid permit. **Source of condition:** Migratory Bird Treaty Act (MBTA) **Monitoring Required: No**
  - g) **MBTA CONDITION:** Disturbed green spaces that will be revegetated shall use STATE and region native species. **Source of condition:** Migratory Bird Treaty Act (MBTA) **Monitoring Required: No**
  - h) **MBTA CONDITION:** To the extent practicable, limit construction activities to the time between dawn and dusk to avoid the illumination of adjacent habitat areas. **Source of condition:** Migratory Bird Treaty Act (MBTA) **Monitoring Required: No**
  - i) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**
  - j) **NHPA CONDITION:** Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**
  - k) **NHPA CONDITION:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**
  - l) **SHM & SW CONDITION:** The subrecipient shall ensure that all demolition debris is disposed of in a manner consistent with FDEP regulations. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** State Hazardous Materials and Solid Waste Laws **Monitoring Required: No**
- 24) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.



- 25) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
- a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
  - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
  - c) SRMC cannot exceed 5% of the total project costs awarded.
  - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
  - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
  - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.
- 26) Eligible mitigation reconstruction costs are limited to a \$150,000 Federal share per property. Any construction activities over and above the \$150,000.00 are non-federal share. This needs to be taken into consideration when a construction cost increase is being considered.

This is FEMA project number **4673-090-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on October 4, 2024; the Period of Performance for this project shall end on **October 31, 2027**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances. Some eligible activities, such as administrative allowances and permitting fees, need not be included in the \$150,000 maximum Federal share.

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

|   |                  |
|---|------------------|
| State Contracting:                          | 3 Months         |
| Construction Plan/Technical Specifications: | 3 Months         |
| Bidding / Local Procurement:                | 3 Months         |
| Permitting:                                 | 3 Months         |
| Construction / Installation:                | 15 Months        |
| Local Inspections / Compliance:             | 3 Months         |
| State Final Inspection / Compliance:        | 3 Months         |
| Closeout Compliance:                        | 3 Months         |
| <b>Total Period of Performance:</b>         | <b>36 Months</b> |

**BUDGET****Line-Item Budget\***

Eligible mitigation reconstruction costs are limited to a \$150,000 Federal share per property.

| <b>ID#1 1952 Lake Street</b>     | <b>Project Cost</b> | <b>Federal Cost</b> | <b>Non-Federal Cost</b> |
|----------------------------------|---------------------|---------------------|-------------------------|
| Construction Materials:          | \$324,886.00        | \$134,236.73        | \$190,649.27            |
| Construction Labor:              | \$38,151.00         | \$15,763.27         | \$22,387.73             |
| Fees (Not subject to CAP):       | \$9,500.00          | \$7,125.00          | \$2,375.00              |
| <b>Initial Agreement Amount:</b> | <b>\$372,537.00</b> | <b>\$157,125.00</b> | <b>\$215,412.00</b>     |
| ***Contingency Funds:            | \$18,626.00         | \$13,969.50         | \$4,656.50              |
| <b>Property Project Total:</b>   | <b>\$391,163.00</b> | <b>\$171,094.50</b> | <b>\$220,068.50</b>     |
| <b>****SRMC</b>                  |                     |                     |                         |
| SRMC:                            | \$9,983.31          | \$9,983.31          |                         |
| <b>SRMC Total:</b>               | <b>\$9,983.31</b>   | <b>\$9,983.31</b>   |                         |

\*Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

**NOTE: FEMA will only pay \$150,000.00 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentage indicated.**

\*\*\* This project has an estimated \$18,626.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

*Project Management costs are included for this project in the amount of \$0.00.*

**\*\*\*\* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$9,983.31 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

*SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.*

*If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.*

#### **Funding Summary Totals**

|                            |                     |                  |
|----------------------------|---------------------|------------------|
| Federal Share:             | \$171,094.50        | (43.739949842%)  |
| Non-Federal Share:         | \$220,068.50        | (56.260050158%)  |
| <b>Total Project Cost:</b> | <b>\$391,163.00</b> | <b>(100.00%)</b> |
| <hr/>                      |                     |                  |
| SRMC (100% Federal)        | \$9,983.31          |                  |

**Attachment B**  
**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

## **Attachment C**

### **Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtm](http://www.fema.gov/government/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:



- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
  - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
  - a. Safety Hazard Present
  - b. Health Hazards Present
  - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

**Attachment D**

**REQUEST FOR ADVANCE OR REIMBURSEMENT  
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Seminole County

REMIT ADDRESS: 150 Eslinger Way

CITY: Sanford STATE: Florida ZIP CODE: 32773

PROJECT TYPE: Mitigation Reconstruction PROJECT #: 4673-090-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1119

BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ LOCAL: \_\_\_\_\_

ADVANCED RECEIVED: \_\_\_\_\_ N/A \_\_\_\_\_ AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ through \_\_\_\_\_ Payment No: \_\_\_\_\_

Total of Previous Payments to Date: \_\_\_\_\_ (Federal)  
Total of Previous SRMC to Date: \_\_\_\_\_ (SRMC Federal)  
Total Federal to Date: \_\_\_\_\_ (Total Federal Paid)

| Eligible Amount<br>100%<br>(Current Request) | Obligated Federal<br>Amount<br>43.739949842% | Obligated Local<br>Non-Federal<br>56.260050158% | Division Use Only |          |
|--|--|---|-------------------|----------|
|  |  |   | Approved          | Comments |
|  |  |   |                   |          |
|  |  |   |                   |          |

TOTAL CURRENT REQUEST: \$

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

| TO BE COMPLETED BY THE DIVISION |                         |
|---------------------------------|-------------------------|
| APPROVED PROJECT TOTAL \$ _____ |                         |
| APPROVED SRMC TOTAL: \$ _____   | DIVISION DIRECTOR _____ |
| APPROVED FOR PAYMENT \$ _____   | DATE _____              |

**Attachment D (cont.)**  
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT**  
**CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE**  
**HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Seminole County PAYMENT #: \_\_\_\_\_  
PROJECT TYPE: Mitigation Reconstruction PROJECT #: 4673-090-R  
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1119

|  | REF NO <sup>2</sup> | DATE <sup>3</sup> | DOCUMENTATION <sup>4</sup> | (Check)<br>AMOUNT | ELIGIBLE<br>COSTS<br>(100%) |
|--|---------------------|-------------------|----------------------------|-------------------|-----------------------------|
| 1  |                     |                   |                            |                   |                             |
|  |                     |                   |                            |                   |                             |
| 2  |                     |                   |                            |                   |                             |
|  |                     |                   |                            |                   |                             |
| 3  |                     |                   |                            |                   |                             |
|  |                     |                   |                            |                   |                             |
| 4  |                     |                   |                            |                   |                             |
|  |                     |                   |                            |                   |                             |
| 5  |                     |                   |                            |                   |                             |
|  |                     |                   |                            |                   |                             |
| 6  |                     |                   |                            |                   |                             |
|  |                     |                   |                            |                   |                             |
| 7  |                     |                   |                            |                   |                             |
|  |                     |                   |                            |                   |                             |
| 8  |                     |                   |                            |                   |                             |
|  |                     |                   |                            |                   |                             |
| <b><i>This payment represents        %    completion of the project.</i></b> |                     |                   |                            |                   | <b>TOTAL</b>                |

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: SEMINOLE COUNTY**

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

**PLEASE NOTE:** Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

**ESTIMATED EXPENSES**

| <b>BUDGET CATEGORY/LINE ITEMS<br/>(list applicable line items)</b>                       | <b>20__-20__ Anticipated Expenditures for First Three<br/>Months of Contract</b> |
|--|--|
| <u>For example</u><br><b>ADMINISTRATIVE COSTS</b><br>(Include Secondary Administration.) |  |
| <u>For example</u><br><b>PROGRAM EXPENSES</b>  |  |
| <b>TOTAL EXPENSES</b>  |  |

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F**  
**QUARTERLY REPORT FORM**

**Instructions:** Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: Seminole County PROJECT #: 4673-090-R  
PROJECT TYPE: Mitigation Reconstruction CONTRACT #: H1119  
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: \_\_\_\_\_

**Advance Payment Information:**

Advance Received ☐ N/A ☐ Amount: \$ \_\_\_\_\_ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ \_\_\_\_\_

**Target Dates (State Agreement):**

Contract Execution Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Date Deliverables Submitted: \_\_\_\_\_ Closeout Requested Date: \_\_\_\_\_

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (If No, Describe under **Issues** below)

**Percentage** of Milestones completed to Date: \_\_\_\_\_%

**Describe Activities - Milestones completed this quarter only:**

**Schedule of the Milestones-Activities:**

| <u>Milestone</u>                          | <u>Dates</u> (estimated) |
|---|--------------------------|
| <u>State Contracting</u>                  |                          |
|   |                          |
|   |                          |
|   |                          |
|   |                          |
|   |                          |
| <u>Closeout Compliance</u>                |                          |
| <u>Estimated Project Completion Date:</u> |                          |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:** ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**~ To be completed by Florida Division of Emergency Management Project Manager ~**

**Project Manager Statement:** ☐ No Action Required, OR

☐ Action Required: \_\_\_\_\_

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: \_\_\_\_\_%

Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_ Project Manager



**Attachment G**  
**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

## Attachment H

### Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

#### Subcontractor Covered Transactions

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

#### SUBCONTRACTOR

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Seminole County**  
Sub-Recipient's Name

\_\_\_\_\_  
**H1119**  
DEM Contract Number

\_\_\_\_\_  
**4673-090-R**  
FEMA Project Number

**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4673-090-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 167,108.31

OBLIGATION/ACTION DATE: October 4, 2024

SUBAWARD DATE (if applicable): \_\_\_\_\_

UEID/SAM#: JPJLF4QHRYR13

\*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_  
DBA NAME (IF APPLICABLE): \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_  
ADDRESS LINE 1: \_\_\_\_\_  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

PARENT COMPANY UEID/SAM# (if applicable): \_\_\_\_\_

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes a mitigation reconstruction project to provide flood protection to a single-family structure located at 1952 Lake Street, Oviedo, Florida 32765. Coordinates: (28.700994, -81.237060).

The HMGP project scope of work is to demolish the existing building and construct a new code-compliant structure on a stem wall foundation, elevated to at least two feet above the Base Flood Elevation (BFE+2). The existing two-story wood frame structure is built on a slab-on-grade foundation with a Lowest Floor Elevation (LFE) of 4.0 feet (NAVD88), and with a Base Flood Elevation (BFE) of 10.0 feet (NAVD88) in accordance with the FEMA Elevation Certificate and the effective Flood Insurance Rate Map (FIRM), respectively.

Project activities shall involve demolition, building, and site preparation, along with the disconnection of utilities. Appropriate means of ingress and egress shall be constructed to access the elevated living spaces. The electrical and mechanical equipment outside of the structure shall be elevated above the Base Flood Elevation. The property is susceptible to reoccurring flooding due to its location in a Coastal AE Zone within the Special Flood Hazard Area (SFHA). This proposed mitigation project aims to significantly reduce potential future flood damage to the property, thereby enhancing its resilience and ensuring the safety of its occupants.

Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking only. The square footage of the newly constructed and elevated structure shall be no more than ten (10) percent greater than the original square footage. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, the Federal Flood Risk Management Standards (FFRMS), NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:**

**"Executive"** is defined as "officers, managing partners, or other employees in management positions".

**"Total Compensation"** is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

| <b>Rank</b><br>(Highest to<br>Lowest) | <b>Name</b><br>(Last, First, MI) | <b>Title</b> | <b>Total Compensation</b><br><b>for Most Recently</b><br><b>Completed Fiscal Year</b> |
|---------------------------------------|----------------------------------|--------------|---|
| <b>1</b>                              |                                  |              |   |
| <b>2</b>                              |                                  |              |   |
| <b>3</b>                              |                                  |              |   |
| <b>4</b>                              |                                  |              |   |
| <b>5</b>                              |                                  |              |   |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: Jay Zembower, Chairman

DATE: \_\_\_\_\_

## **Attachment J**

### **Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

---

<sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*



FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at [https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT\\_ContractProvisionsTemplate\\_9-30-19.pdf](https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf).

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

## Attachment K

### Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

#### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Sub-Recipient/subcontractor's Authorized Official

Jay Zembower, Chairman  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Date

## Attachment L

### Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

#### CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
  - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
  - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
  - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

#### NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m), F.S.?  
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?  
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

### Total Compensation Paid to Non-Profit Personnel Using State Funds

|   |                          |                                     |
|---|--------------------------|-------------------------------------|
| <b>Name:</b>  |                          |                                     |
| <b>Title:</b>   |                          |                                     |
| <b>Agency Agreement/Contract #</b>  |                          |                                     |
| <b>Total Contract Amount</b>  |                          |                                     |
| <b>Contract Term:</b>   |                          |                                     |
| <b>Line Item Budget Category</b>  | <b>Total Amount Paid</b> | <b>Amount Paid from State Funds</b> |
| Salaries  |                          |                                     |
| Fringe Benefits   |                          |                                     |
| Bonuses   |                          |                                     |
| Accrued Paid Time Off   |                          |                                     |
| Severance Payments  |                          |                                     |
| Retirement Contributions  |                          |                                     |
| In-Kind Payments  |                          |                                     |
| Incentive Payments  |                          |                                     |
|   |                          |                                     |
| <b>Reimbursements/Allowances</b>  |                          |                                     |
| Moving Expenses   |                          |                                     |
| Transportation Costs  |                          |                                     |
| Telephone Services  |                          |                                     |
| Medical Services Costs  |                          |                                     |
| Housing Costs   |                          |                                     |
| Meals   |                          |                                     |
|   |                          |                                     |
| <b>CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.</b> |                          |                                     |
| Name:   | Jay Zembower             |                                     |
| Signature:  |                          |                                     |
| Title:  | Chairman                 |                                     |
| Date:   |                          |                                     |

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –  
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”<sup>2</sup> from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”<sup>3</sup> Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”<sup>4</sup> and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

|  |
|--|
| Respondent Vendor Name: _____                            |
| Vendor FEIN: _____                                       |
| Vendor’s Authorized Representative Name and Title: _____ |
| Address: _____   |
| City: _____ State: _____ Zip: _____                      |
| Phone Number: _____                                      |
| Email Address: _____                                     |
| Certified By: _____                                      |
| AUTHORIZED SIGNATURE                                     |
| Print Name and Title: _____                              |
| Date: _____  |

<sup>2</sup> As defined in Section 287.138 (1)(d), Florida Statutes.

<sup>3</sup> As defined in Section 287.138 (1)(c), Florida Statutes.

<sup>4</sup> As defined in Section 287.138 (1)(a), Florida Statutes.

2024-R-

**BUDGET AMENDMENT REQUEST****BAR# 25-002**

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Emergency Management

Fund(s): 11933 Hazard Mitigation Fund

**RM Recommendation**

Budget Analyst Date

**G Woodring 10/25/2024**

Budget Director Date

RM Director Date

**PURPOSE:**

To appropriate funding for HMGP-Ian #4673-090-R for home reconstruction of 1952 Lake Street, Oviedo, Florida 32765.

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

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

| Type    | Fund  | Business Unit | Object Account | Sub-sidiary | Account Type         | Subledger | Long Item No | Amount     |
|---------|-------|---------------|----------------|-------------|----------------------|-----------|--------------|------------|
| Revenue | 11933 | 10024001      | 331510         |             | Disaster Relief FEMA |           | 3315100001   | 181,077.81 |
| Revenue |       |               |                |             |                      |           |              |            |
| Revenue |       |               |                |             |                      |           |              |            |
| Revenue |       |               |                |             |                      |           |              |            |

**Total Sources 181,077.81**

|             |       |          |        |  |                                 |  |            |            |
|-------------|-------|----------|--------|--|---------------------------------|--|------------|------------|
| Expenditure | 11933 | 10024001 | 530490 |  | Admin Fee Grants                |  | 4900774303 | 9,983.31   |
| Expenditure | 11933 | 10024001 | 580833 |  | Other Grants & Aid-Indv-CIP     |  | 8339999902 | 157,125.00 |
| Expenditure | 11933 | 10024001 | 530499 |  | Charges/Obligations-Contingency |  | 4999999901 | 13,969.50  |
| Expenditure |       |          |        |  |                                 |  |            |            |
| Expenditure |       |          |        |  |                                 |  |            |            |
| Expenditure |       |          |        |  |                                 |  |            |            |
| Expenditure |       |          |        |  |                                 |  |            |            |
| Expenditure |       |          |        |  |                                 |  |            |            |

**Expenditure Sub-Total 181,077.81**

Reserve

Reserve

**Reserve Sub-Total -****Total Uses 181,077.81****BUDGET AMENDMENT RESOLUTION**

This Resolution, 2024-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of this meeting.

**Attest:****By:**

Grant Maloy, Clerk to the Board of County Commissioners

Jay Zembower, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Entered by the Management and Budget Office

Date: \_\_\_\_\_

Posted by the County Comptroller's Office

Date: \_\_\_\_\_



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

---

**File Number: 2024-1455**

---

### **Title:**

Approve and authorize the Chairman to execute a State of Florida Department of Environmental Protection Drinking Water State Revolving Fund Planning and Design Loan Agreement for lead service line inventory; and the Resolution required for the project. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**)  
Requesting Department - Utilities

### **Division:**

Resource Management - Grants Administration

### **Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

### **Contact/Phone Number:**

George Woodring/407-665-7168

### **Background:**

In March 2024, the Board approved the application to the State of Florida Department of Environmental Protection State Revolving Fund Loan Program for the planning and design of lead service line inventory requirement from the Federal EPA program along with a BAR to appropriate funding to initiate the project. The planning and design activities costs for the project are estimated at \$1,140,000. The total amount awarded is \$1,140,000 with \$558,600 (49%) estimated principal forgiveness, leaving a loan principal amount of \$581,400 (51%).

The loan service fee is estimated at \$22,800 (2%) and will be based on actual project costs and assessed in the final Loan amendment. The rate of interest is 0% and the loan term is 10 years. Repayments are semi-annual and computed based upon the loan principal amount plus the loan service fee.

The agreement has been reviewed by the County Attorney Office and outside Bond Council and is ready for execution by the Board. The state requested an updated Resolution to accompany the agreement to clarify the authorizing authority for the agreement and project.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a State of Florida Department of Environmental Protection State Revolving Loan Program agreement for the planning and design of lead service line inventory; and execute an updated Resolution for the project.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**SEMINOLE COUNTY, FLORIDA**

**DRINKING WATER STATE REVOLVING FUND  
PLANNING AND DESIGN LOAN AGREEMENT**

**LS590220**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND PLANNING AND DESIGN LOAN  
AGREEMENT

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DRINKING WATER STATE REVOLVING FUND PLANNING AND DESIGN LOAN  
AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND  
PLANNING AND DESIGN LOAN AGREEMENT  
LS590220**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and SEMINOLE COUNTY, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

**RECITALS**

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

The Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Safe Drinking Water Act; and

The Project Sponsor applied for the financing of Planning and Design Activities, and the Department has determined that all requirements for a Loan and Principal Forgiveness have been met.

**AGREEMENT**

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this agreement.
- (2) “Authorized Representative” shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) “Capitalized Interest” shall mean the interest accruing on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(6) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(8) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(9) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(10) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) “Loan Application” shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(12) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(13) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(14) “Local Governmental Entity” means a county, municipality, or special district.

(15) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(16) “Net Revenues” shall mean Gross Revenues less Operating and Maintenance Expense.

(17) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(18) “Parity Debt” shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(19) “Planning Activities” shall mean the planning or administrative work necessary for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for replacement of lead service lines.

(20) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Net Revenues derived yearly from the operation of the Utility System after the satisfaction of all yearly payment obligations on account of the Senior Revenue Debt and any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(21) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(22) “Project” shall mean the Planning and Design Activities for lead service lines inventory and replacement. This Project is a Capitalization Grant Project as defined in Chapter 62-552, Florida Administrative Code.

(23) “Semiannual Loan Payment” shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(24) “Senior Revenue Debt” shall mean the following debt obligations:

(a) Seminole County, Florida, Water and Sewer System Revenue Bonds, Series 2010A, issued in the amount of \$5,255,000, pursuant to Resolution No. 2010-R-48, supplementing in certain respects the amended and restated Master Water and Sewer Revenue Bond Resolution No. 06-R-253; and

(b) Seminole County, Florida, Water and Sewer System Revenue Bonds, Series 2010B, issued in the amount of \$70,705,000, pursuant to Resolution No. 2010-R-48, supplementing in certain respects the amended and restated Master Water and Sewer Revenue Bond Resolution No. 06-R-253; and

(c) Seminole County, Florida, Water and Sewer System Revenue Bonds, Series 2015A, issued in the amount of \$149,270,00, pursuant to Resolution No. 2015-R-76 supplementing in certain respects the amended and restated Master Water and Sewer Revenue Bond Resolution No. 06-R-253; and

(d) Seminole County, Florida, Water and Sewer System Revenue Bonds, Series 2015B, issued in the amount of \$32,025,000, pursuant to Resolution No. 2015-R-76 supplementing in certain respects the amended and restated Master Water and Sewer Revenue Bond Resolution No. 06-R-253; and

(e) Seminole County, Florida, Water and Sewer System Revenue Bonds, Series 2019, issued in the amount of \$62,105,000, pursuant to Resolution No. 19-R-147 supplementing in

certain respects the amended and restated Master Water and Sewer Revenue Bond Resolution No. 06-R-253; and

(f) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(25) "Sewer System" shall mean all facilities owned by the Project Sponsor for collection, transmission, treatment and reuse of wastewater and its residuals.

(26) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Project Sponsor.

(27) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

## 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

## ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(5) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its Planning and Design Activities financed by this Loan.

(6) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(7) The Project Sponsor shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(8) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(9) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(10) The Project Sponsor agrees to complete the Planning and Design Activities in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(11) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing Planning and Design Activities in order to construct facilities which will, in all events, serve a public purpose.



## 2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

## 2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following: |                |             |   |                |                              |
|---|----------------|-------------|---|----------------|------------------------------|
| Federal Program Number  | Federal Agency | CFDA Number | CFDA Title  | Funding Amount | State Appropriation Category |
| 4L-02D68123-0   | EPA            | 66.468      | Capitalization Grants for Drinking Water State Revolving Fund | \$1,140,000    | 140129                       |

(2) Audits.

(a) In the event that the Project Sponsor expends \$750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event

that the Project Sponsor 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 Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-30000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor

General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor 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 Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

### ARTICLE III - LOAN REPAYMENT ACCOUNT

#### 3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the

Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

### 3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

### 3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

### 3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

## ARTICLE IV - PROJECT INFORMATION

### 4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

### 4.02. CLOSE-OUT.

The Department shall conduct a final inspection of the Planning and Design Activities records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

### 4.03. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such

withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred planning and design costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work; and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received.

(3) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Project Sponsor for disbursements of the planning and design funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-552.680, Florida Administrative Code, has been provided.

## ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

### 5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Project Sponsor shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

### 5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

### 5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

#### 5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

#### 5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

#### 5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

#### 5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

### ARTICLE VI - DEFAULTS AND REMEDIES

#### 6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1) failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.11 below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

## 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Loan interest rate.

#### 6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

### ARTICLE VII - THE PLEDGED REVENUES

#### 7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this



Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Debt defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

#### 7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

### ARTICLE VIII - GENERAL PROVISIONS

#### 8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

#### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

#### 8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to offices and other sites where Planning and Design Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to

authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

#### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

#### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A Final Amendment establishing the final costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

#### 8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.02) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. RESERVED.

8.09. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

8.10. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are 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 Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott 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.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### 8.11. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

## 8.12. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

## 8.13. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

## ARTICLE IX – RESERVED

## ARTICLE X - DETAILS OF FINANCING

### 10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$1,140,000. Of that, the estimated amount of Principal Forgiveness is \$558,600. The estimated principal amount of the Loan to be repaid is \$581,400, which consists of \$581,400 to be disbursed to the Project Sponsor and \$0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the interest rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

### 10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$22,800 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$1,140,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and will be assessed in the final Loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayments following the Final Amendment.

#### 10.03. INTEREST RATE.

The rate of interest on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum.

#### 10.04. LOAN TERM.

The Loan term shall be 10 years.

#### 10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$30,210 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on April 15, 2029 and semiannually thereafter on October 15 and April 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$604,200, which consists of the Loan principal and the estimated Loan Service Fee.

#### 10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that actual Project costs have not been determined as of the effective date of this Agreement. An adjustment may be made due to a reduction in the scope of work proposed for Loan funding as a result of the planning process. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final costs shall be established in the final amendment. Changes in costs may also occur as a result of the Project Sponsor's audit or the Department's audit.

The Project Sponsor agrees to the following estimates of the Project costs:

| CATEGORY                       | PROJECT COSTS (\$) |
|--------------------------------|--------------------|
| Planning and Design Activities | 1,140,000          |
| Less Principal Forgiveness     | (558,600)          |
| SUBTOTAL (Loan Amount)         | 581,400            |
| Capitalized Interest           | 0                  |
| TOTAL (Loan Principal Amount)  | 581,400            |

#### 10.07. SCHEDULE.

All Planning and Design Activities shall be completed no later than the completion dates set forth below to enable the Department to accept the engineering documents.

(1) This Agreement shall be effective on August 8, 2023. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of all Planning and Design Activities for all Project facilities proposed for loan funding no later than October 15, 2028.

(3) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than October 15, 2028.

(4) The first Semiannual Loan Payment in the amount of \$30,210 shall be due April 15, 2029.

#### 10.08. SPECIAL CONDITIONS.

(1) Prior to execution of this Agreement, the following items must be submitted:

(a) A certified copy of the Resolution which authorizes the application, establishes the Pledged Revenues, and designates an Authorized Representative for signing the application and executing the Loan Agreement; and

(b) A Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge; and

(2) The Project Sponsor agrees by execution of this Agreement to the terms and conditions as required by the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law and will ensure contracts whether directly entered into with the Project Sponsor or through the technical services team, incorporate the required provisions of the law into the project.

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement LS590220 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for  
**SEMINOLE COUNTY**

\_\_\_\_\_  
Board Chair

Attest:

I attest to the opinion expressed in Section  
2.02, entitled Legal Authorization.

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date



**RESOLUTION**

of the

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS:**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, RELATING TO THE STATE OF FLORIDA REVOLVING FUND LOAN PROGRAM; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE LOAN APPLICATION AND APPLY FOR THE LOAN; AUTHORIZING THE COUNTY MANAGER TO REPRESENT SEMINOLE COUNTY IN CARRYING OUT THE RESPONSIBILITIES UNDER THIS LOAN AGREEMENT; AUTHORIZING THE LOAN AGREEMENT; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes provide for state revolving fund loan program loans to local government agencies to finance eligible drinking water infrastructures projects; and



**WHEREAS**, the State of Florida Revolving Fund Loan Program for (the “SRF Program”) requires evidence of local government authorization to apply for funds and to enter into a loan agreement, designate an authorized representative and provide assurances of compliance with loan program requirements; and

**WHEREAS**, the eligible drinking water infrastructure project is mandated by the Environmental Protection Agency (EPA) per rule 40 CFR Part 141 Subpart I. The infrastructure project entails various tasks, including the identification of approximately 14,500 unknown water service line materials, compiling an initial water service line materials inventory, preparing water service line replacement plan, and addressing other relevant rule requirements (the “Project”). The Project is eligible for available financing under the State of Florida Revolving Fund Loan Program and has been assigned a project number which has been included on the Department’s priority list

(LS-59022). The SRF Program has authorized the Project to receive a maximum of \$2,576,000 loan with zero interest; forty nine percent (49%) of the loan (up to \$1, 262,240) would be forgiven. The County would only apply for \$2,485,500 to meet the financial requirements of the Project.

**WHEREAS**, the Board of Commissioners of Seminole County, Florida, during a regular Board meeting, intends to enter into a binding loan agreement with the State of Florida Department of Environmental Protection for financing the Project as required by the SRF Program; and

**WHEREAS**, Seminole County has determined that participation in the SRF Program will serve the interest of Seminole County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Seminole County, Florida, as follows:

**SECTION I.** The above Recitals are hereby incorporated into the body of this Resolution and are adopted as Findings of Fact.



**SECTION II.** Application for a loan under the SRF Program in the principal amount not to exceed \$2,576,000, and submittal of the related loan application to finance the Project is hereby authorized.

**SECTION III.** The Chair of the Board of County Commissioners of Seminole County, Florida, is hereby designated as Seminole County's authorized representative and authorized to execute the application, execute the loan agreement upon approval of the loan agreement by the Board of County Commissioners of Seminole County during a regularly scheduled meeting, provide assurances required by the application and the loan agreement, represent Seminole County in carrying out Seminole County's responsibilities under the loan agreement and delegate responsibility to appropriate Seminole County staff to carry out technical, financial and administrative activities associated with the application and the loan agreement.

**SECTION IV.** The County Manager of Seminole County or their designee is hereby authorized to provide assurances required by the application and the loan agreement, represent Seminole County in carrying out Seminole County's responsibilities under the loan agreement, execute disbursement requests and delegate responsibility to appropriate Seminole County staff to carry out technical, financial and administrative activities associated with the application and the loan agreement.

**SECTION V.** To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners of Seminole County.

**SECTION VI.** This Resolution shall become effective immediately upon its passage and adoption.



**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

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10/15/2024  
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# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1454**

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**Title:**

Approve and authorize the Chairman to execute a grant agreement from the State of Florida, Division of Emergency Management in acceptance of \$110,753 for the Emergency Management Performance Grant (EMPG) award; and authorize the County Manager and his designee(s) to approve grant documents and further contract amendments for this grant. Countywide (**Lorie Bailey Brown, CFO/Resource Management Director**) Requesting Department - Emergency Management.

**Division:**

Resource Management - Grants Administration

**Authorized By:**

Lorie Bailey Brown, CFO/Resource Management Director

**Contact/Phone Number:**

George Woodring/407-665-7168

**Background:**

The Florida Division of Emergency Management has provided a Federally Funded Subaward for the Emergency Management Performance Grant (EMPG) to enhance local governments' emergency management capabilities. EMPG FY2024/2025 allocation is \$110,753 for the period beginning October 1, 2024 and ending September 30, 2025. The funds will be utilized by the Emergency Operation Center to enhance and sustain Emergency Management operations, training, and equipment related to emergency prevention, protection, response, recovery, and mitigation efforts.

The funding is an annual cost reimbursement grant that requires a 100% match from the current Emergency Management budget. The grant was included in the FY25 budget.

**Requested Action:**

Staff requests the Board approve and authorize the Chairman to execute a grant agreement from the State of Florida, Division of Emergency Management in acceptance of \$110,753 for the Emergency Management Performance Grant (EMPG)

award; and authorize the County Manager and his designee(s) to approve grant documents and further contract amendments for this grant.

Agreement Number: G0570

**FY2024 EMERGENCY MANAGEMENT PERFORMANCE AGREEMENT (EMPG)**

2 C.F.R. § 200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. § 200.1, “pass-through entity” means “a non-federal entity that provides a subaward to a Sub-Recipient to carry out part of a federal program.”

As defined by 2 C.F.R. § 200.1, “Sub-Recipient” means “a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award.”

As defined by 2 C.F.R. § 200.1, “Federal award” means “federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. § 200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. § 200.332:

|   |  |
|---|--|
| Sub-Recipient's name:   | <u>Seminole County</u>   |
| Sub-Recipient's unique entity identifier:   | <u></u>  |
| Federal Award Identification Number (FAIN):   | <u>EMA-2024-EP-05024</u>   |
| Federal Award Date:   | <u>10/01/023 – 09/30/2026</u>  |
| Subaward Period of Performance Start and End Date:  | <u>10/01/2024 – 03/31/2026</u>   |
| Budget Period Start and End Date:   | <u>07/01/2024 – 03/31/2026</u>   |
| Amount of Federal Funds Obligated by this Agreement:  | <u>\$110,753.00</u>  |
| Total Amount of Federal Funds Obligated to the Sub-Recipient<br>by the pass-through entity to include this Agreement: | <u></u>  |
| Total Amount of the Federal Award committed to the Sub-Recipient<br>by the pass-through entity:                       | <u>\$</u>  |
| Federal award project description (see FFATA):  | <u>See Article 1, Agreement Articles</u>   |
| Name of Federal awarding agency:  | <u>Dept. of Homeland Security</u>  |
| Name of pass-through entity:  | <u>FL. Division of Emergency Mgmt.</u>   |
| Contact information for the pass-through entity:  | <u>Kevin Guthrie, Executive Director</u><br><u>2555 Shumard Oak Boulevard</u><br><u>Tallahassee, Florida 32399</u> |
| Assistance Listings Number and Title  | <u>97.042-Emergency Management</u><br><u>Performance Grant (EMPG) Program</u>                                      |
| Whether the award is R&D:   | <u>N/A</u>   |
| Indirect cost rate for the Federal award:   | <u>31.90%</u>  |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Seminole County**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal Government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. § 200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. . ." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2)(a)1, Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. The Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Tamisha Jenkins, Grant Manager

2555 Shumard Oak Boulevard

Tallahassee, Florida

Telephone: 850-815-4367

Email: Tamisha.Jenkins@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Alan Harris

150 Eslinger Way

Sanford, FL 32773

Telephone: 407-665-5102

Fax: \_\_\_\_\_

Email: aharris@seminolecountyfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative shall be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be signed by the Sub-Recipient and returned to the Division for execution no later than forty-five (45) days following initial notification of receipt. Failure to return the signed agreement by the deadline may result in termination of the grant award.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify the Division in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be exercised merely for the purpose of spending down the award balance. Extensions require explicit prior Division approval when:

- (i) The terms and conditions of the federal award prohibit the extension.



(ii) The extension requires additional federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **October 1, 2024 and shall end September 30, 2025** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. § 200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with 2 C.F.R. § 200.1, the Sub-Recipient may receive reimbursement under this Agreement only for “allowable costs incurred during the period of performance.” In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement agreement, subject to the availability of funds.

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

c. The Division shall reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is **\$110,753.00.**

d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division shall review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. § 200.1 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. § 200.329, that the Division and the Sub-Recipient “relate financial data to performance goals and objectives of the Federal award.”

g. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. § 200.430 (“Compensation—personal services”) and 2 C.F.R. § 200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. § 207(e)(2)), then the Division shall treat the expense as a fringe benefit. 2 C.F.R. § 200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. § 200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-federal entity or specified grouping of employees.

h. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. § 200.475. Reimbursement for travel shall be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient shall provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient’s written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division’s grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report shall identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. § 200.1, the term “improper payment” means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and may not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included with this

Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E shall specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(10) RECORDS

a. As required by 2 C.F.R. § 200.337, the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. § 200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement: Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Sub-Recipient. federal awarding agencies and pass-through entities shall not impose any other record retention requirements upon non-federal entities.

- i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with federal funds shall be retained for three (3) years after final disposition.
- iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the non-federal entity.
- v. Records for program income transactions after the period of performance. In some cases, recipients shall report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3) year retention period for its supporting records starts from the date of such submission.
2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal Government (or to the pass-through entity) for negotiation purposes, then the three (3) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

d. In accordance with 2 C.F.R. § 200.335, the federal awarding agency shall request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the federal awarding agency may make arrangements for the non-federal entity to retain any records that are continuously needed for joint use.

e. In accordance with 2 C.F.R. § 200.336, the Division shall always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division shall not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. § 200.303(e), the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), also applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, Section 286.011, Florida Statutes, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then Section 286.011, Florida Statutes, (Government in the Sunshine Law) applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board

may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Chapter 119, Florida Statutes (Florida's Public Records Law), provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of chapter 119, Florida Statutes.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The

independent auditor shall state that the audit complied with the applicable provisions noted above. The audit shall be received by the Division no later than nine (9) months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<https://facides.census.gov>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

[DEMSingleAudit@em.myflorida.com](mailto:DEMSingleAudit@em.myflorida.com)

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

## (12)REPORTS

a. Consistent with 2 C.F.R. § 200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in Attachment B-Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachments A and B of this Agreement.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B.

## (13)MONITORING.

a. Consistent with 2 C.F.R. § 200.328 the Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division shall monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

#### (14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

c. As defined in section 200.310 Insurance Coverage: The non-federal entity shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

#### (15)DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any events of default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or

perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

#### (16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

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

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

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. The Division may Administratively close an Agreement. The Division may use the administrative close-out process when a Sub-Recipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. The Division shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If the Division needs to administratively close an agreement, this may negatively impact a Sub-Recipient's ability to obtain future funding; and

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



Pursuing any of the above remedies shall not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it shall not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

**(17) TERMINATION**

a. The Division may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.

c. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

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

e. In the event that this Agreement is terminated, the Sub-Recipient shall not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

**(18) PROCUREMENT**

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. § 200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. § 200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of

the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17)

above; and,

- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17)

above; and,

- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. effected

g. As required by 2 C.F.R. § 200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

h. As required by 2 C.F.R. § 200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. The Sub-Recipient or pass-thru entity shall disclose to the Division, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. “Conflict of interest” is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or Sub-Recipient.

i. As required by 2 C.F.R. § 200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

j. “Except in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

k. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

l. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

m. For each subcontract, the Sub-Recipient shall provide information to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes, except for the requirement the subcontractor be domiciled in Florida, on the required Procurement Method Report (Form 5). Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. § 200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

n. The Federal Emergency Management Agency (FEMA) has developed helpful resources for Sub-Recipients using federal grant funds for procurements. These resources are generally available at <https://www.fema.gov/grants/procurement>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the

Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

(19) ATTACHMENTS AND EXHIBITS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Exhibit 1 - Funding Sources
  - ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions
  - iii. Exhibit 3 – Certification Regarding Lobbying
  - iv. Attachment A – Program Budget
  - v. Attachment B – Scope of Work
  - vi. Attachment C – Deliverables and Performance
  - vii. Attachment D – Program Statutes and Regulations
  - viii. Attachment E – Justification of Advance Payment
  - ix. Attachment F – Warranties and Representations
  - x. Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - xi. Attachment H – Statement of Assurances
  - xii. Attachment I – Mandatory Contract Provisions
  - xiii. Attachment J – Financial and Program Monitoring Guidelines
  - xiv. Attachment K – EHP Guidelines
  - xv. Attachment L – Reimbursement Checklist
  - xvi. Attachment M– Foreign Country of Concern Affidavit – Personal Identifying Information Contract

(20) PAYMENTS

- a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. Any advance payment under this Agreement is subject to 2 C.F.R. § 200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments shall be reviewed and considered on a case-by-

case basis. All advances are required to be held in an interest-bearing account and shall not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included in this Agreement. All advance requests shall be submitted at the time of execution of the original agreement, unless an Environmental Historical Preservation (EHP) review is required. If an EHP is required advance payments shall not be processed until approval from FEMA has been received. Advance requests can only be made by completing Attachment E and shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

#### (21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### (22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. The laws of the State of Florida shall govern this Agreement. The Division and the Sub-Recipient submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Sub-Recipient hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Sub-Recipient hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.

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

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list shall not submit a bid on a contract to provide any goods or services to a public entity, shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal Government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form shall be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

m. Unless preempted by federal law, the Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

n. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. § 200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

v. If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment M – Certification Regarding Lobbying.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE 100,75.t here PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose shall indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

**(25) LEGAL AUTHORIZATION**

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

**(26) EQUAL OPPORTUNITY EMPLOYMENT**

a. In accordance with 41 C.F.R. § 60-1.4(b), the Sub-Recipient hereby agrees that it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or



guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor shall 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 shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

#### (27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under federal law, it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### (28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

#### (29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract shall include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### (30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of \$100,000 or more, the subcontractor shall sign Exhibit 3 – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient shall take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: SEMINOLE COUNT**

By: Please see next page for signatures  
Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
FID# \_\_\_\_\_

**If signing electronically:** *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

*I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time, and date stamp.*

*This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.*

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Name and Title: Kevin Guthrie, Executive Director  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Jay Zembower, Chairman

Date: \_\_\_\_\_

For the use and reliance  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2024, regular meeting.

Approved as to form and  
legal sufficiency.

FID# 59-6000856  
UEI# JPJLF4QHYP13

\_\_\_\_\_  
County Attorney

\_\_\_\_\_

EXHIBIT – 1

Federal Programs and Resources Awarded

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program: **EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM**

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.042

Award amount: \$ **110,753.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: Emergency Management Performance Grant (EMPG) Program

*List applicable compliance requirements as follows:*

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2024 Department of Homeland Security Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement.
3. Sub-Recipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made.

*NOTE:* 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

**Sub-Recipient: SEMINOLE COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jay Zembower, Chairman  
Printed Name and Title

**If signing electronically:** *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

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*This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.*



## EXHIBIT – 2

### Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Sub-Recipients, as well as their contractors and subcontractors, shall not use grant funds under the Emergency Management Performance Grant (EMPG) Program covered by this Agreement and provided in FY 2024 or previous years to:

1. Procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology of any system; or
2. Enter into, extend or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216, 200.327, 200.471, AND Appendix II to 2 C.F.R. Part 200. Sub-Recipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2023 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA shall publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.

In the event the Sub-Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Sub-Recipient shall report the information to the Division:

1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Sub-Recipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

**Sub-Recipient: SEMINOLE COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jay Zembower, Chairman  
Printed Name and Title

**If signing electronically:** *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

*I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.*

*This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.*

EXHIBIT – 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement shall exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement shall be equal to or less than \$100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, Seminole County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Jay Zembower  
Signature of Sub-Recipient/subcontractor's Authorized Official

Chairman  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Date

**FY 2024 EMPG AGREEMENT  
ATTACHMENT A  
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET**

Funding from the Emergency Management Performance Grant (EMPG”) is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2023 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The “Proposed Program Budget Detail Worksheet” serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the “Proposed Program Budget Detail Worksheet” listed below. If the Sub-Recipient fails to complete the “Proposed Program Budget Detail Worksheet”, then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the “Proposed Program Budget Detail Worksheet.” If the Sub-Recipient changes the “Proposed Program Budget Detail Worksheet”, then the Sub-Recipient’s quarterly report must include an updated “Proposed Program Budget Detail Worksheet” to reflect current expenditures.

**BUDGET SUMMARY AND EXPENDITURES**

**SUB-RECIPIENT: SEMINOLE COUNTY**

**AGREEMENT: G0570**

|                                  |                     |
|----------------------------------|---------------------|
| 1. PLANNING                      | \$                  |
| 2. ORGANIZATION                  | \$ 100,753.00       |
| 3. EQUIPMENT                     | \$                  |
| 4. TRAINING                      | \$ 10,000           |
| 5. EXERCISE                      |                     |
| 6. MANAGEMENT AND ADMINISTRATION | \$                  |
| <b>7. TOTAL AWARD</b>            | <b>\$110,753.00</b> |

| <b>FY 2024 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES<br/>(Not limited to activities below)</b> |                 |                  |                   |
|---|-----------------|------------------|-------------------|
| <b>Allowable Planning Costs</b>   | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
| Emergency Operations Plan   |                 |                  |                   |
| Salaries and Fringe Benefits  |                 |                  |                   |
| Supplies  |                 |                  |                   |
| Travel/per diem related to planning activities  |                 |                  |                   |
| <b>TOTAL PLANNING EXPENDITURES</b>  |                 |                  | <b>\$</b>         |
| <b>Allowable Organization Costs</b>   | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
| Salaries and Fringe Benefits  | 4               | 17,000           | 68,000            |
| Utilities (electric, water and sewage)  | 100             | 327.53           | 32,753            |

|  |                 |                  |                   |
|--|-----------------|------------------|-------------------|
| Service/Maintenance agreements   |                 |                  |                   |
| Supplies/Materials   |                 |                  |                   |
| Memberships  |                 |                  |                   |
| Publications   |                 |                  |                   |
| Postage  |                 |                  |                   |
| Storage  |                 |                  |                   |
| <b>TOTAL ORGANIZATION EXPENDITURES</b>   |                 |                  | <b>\$ 100,753</b> |
| <b>Allowable Equipment Acquisition Costs</b>   | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
| Personal protective equipment  |                 |                  |                   |
| Information technology   |                 |                  |                   |
| Cybersecurity enhancement equipment  |                 |                  |                   |
| Interoperable communications equipment   |                 |                  |                   |
| Detection Equipment  |                 |                  |                   |
| Power equipment  |                 |                  |                   |
| CBRNE Reference Materials  |                 |                  |                   |
| CBRNE Incident Response Vehicles   |                 |                  |                   |
| Physical Security Enhancement Equipment  |                 |                  |                   |
| Logistics  |                 |                  |                   |
| Other authorized equipment costs   |                 |                  |                   |
| 21GN-00-OCEQ - EOC Equipment & Supplies<br>(provide description of EOC equipment & supplies) |                 |                  |                   |
| <b>TOTAL EQUIPMENT EXPENDITURES</b>  |                 |                  | <b>\$</b>         |
| <b>Allowable Training Costs</b>  | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
| Salaries and Fringe Benefits   |                 |                  |                   |
| Develop, Deliver Training  | 4               | \$2,500          | \$10,000          |
| Workshops and Conferences  |                 |                  |                   |
| Certification/Recertification of Instructors   |                 |                  |                   |

|  |                 |                  |                   |
|--|-----------------|------------------|-------------------|
| Travel   |                 |                  |                   |
| Supplies   |                 |                  |                   |
| Overtime and Backfill  |                 |                  |                   |
| <b>TOTAL TRAINING EXPENDITURES</b>   |                 |                  | <b>\$ 10,000</b>  |
| <b>Allowable Exercise Costs</b>  | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
| Salaries and Fringe Benefits   |                 |                  |                   |
| Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards |                 |                  |                   |
| Exercise Planning Workshop   |                 |                  |                   |
| Travel   |                 |                  |                   |
| Supplies   |                 |                  |                   |
| Overtime and Backfill  |                 |                  |                   |
| <b>TOTAL EXERCISE EXPENDITURES</b>   |                 |                  |                   |
| <b>Allowable Management and Administration Costs<br/>(Up to 5% of total award)</b>   | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Cost</b> |
| Salaries and Fringe Benefits   |                 |                  |                   |
| <b>TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES</b>                              |                 |                  |                   |
| <b>TOTAL EXPENDITURES</b>  |                 |                  | <b>\$110,753</b>  |

REVISION DATE: 9/20/2024

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**FY 2024 EMPG AGREEMENT**  
**ATTACHMENT B – SCOPE OF WORK**

**I. GENERAL POLICY**

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the National Preparedness Goal. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal

FEMA requires recipients to prioritize grant funding to demonstrate how EMPG Program-funded investments support building or sustaining capabilities identified as high priority through the THIRA/SPR process and closing capability gaps that are identified in the state or territory's most recent SPR.

Based on Florida's FY2023 Stakeholders Preparedness Review (SPR) and other relevant sources, the FEMA Administrator and Executive Director identified the below core capabilities as priorities to address gaps across the State:

- Planning
- Public Information and Warning
- Operational Coordination
- Economic Recovery
- Cybersecurity

Grant funds under this program may be charged to one of the below listed categories:

- **Planning**
- **Organization**
- **Equipment**
- **Training**
- **Exercise**
- **Management and Administration**

**II. TASK(S) AND DELIVERABLE(S):**

The Subrecipient must successfully complete the following tasks and deliverables throughout the period of performance.

---

**TASK 1: GRANT REQUIREMENTS**

**A. QUARTERLY MATCH**

The FY 2024 EMPG Program has a cost-share requirement. Federal funds provided under the EMPG agreement shall be matched by the Subrecipient dollar-for-dollar totaling the award amount. The recipient contribution can be cash (hard match) or third-party in-kind (soft match). DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, necessary under the grant program, and in compliance with all applicable federal requirements and regulations.

Emergency Management and Preparedness Assistance (EMPA) grant funds may be used by the Sub-Recipient as match for EMPG funding.

To demonstrate successful completion of task 1A for Quarters 1-4, the Subrecipient must submit the following items in the Division of Emergency Management Enterprise System (DEMES).

#### **DELIVERABLES**

- Provide Quarterly Match **Form** to identify the non-federal match amount.
- If using EMPA as match, no additional supporting documentation is required.
- Supporting documentation is required if the federal obligation exceeds the EMPA award amount or you are using other non-Federal funds (such as local general revenue) to satisfy the match requirement.

#### **Reporting Requirements.**

| Quarter 1        | Quarter 2        | Quarter 3        | Quarter 4        |
|------------------|------------------|------------------|------------------|
| Deliverables Due | Deliverables Due | Deliverables Due | Deliverables Due |

**Supporting Documentation:** For non-EMPA funds used as match, the following documents are required to satisfy the deliverable: invoices, receipts, paystubs, certified timesheets, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

### **TASK 2: IMPLEMENTATION OF THE NATIONAL PREPAREDNESS SYSTEM**

#### **A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION**

EMPG Program Subrecipients are required to implement NIMS. NIMS provides a common approach to state and national response that enables responders at all levels to work together more effectively to manage domestic incidents through a core set of guidelines, standards, and protocols for command and management, preparedness, and communications in emergency situations.

All Subrecipients must certify that they have achieved or are working towards achieving NIMS implementation objectives. All Subrecipients must complete and submit the NIMS Data Collection Worksheet\_ Local annually.

To demonstrate successful completion of task 2A for Quarter 1, the Sub-Recipient must submit the following item in DEMES:

#### **DELIVERABLES**

- The Sub-Recipient shall complete the annual NIMS Data Collection Worksheet\_ Local, provided by the Preparedness Bureau during the month of September and uploaded into DEMES not later than December 1, 2024.

#### **Reporting Requirements:**

| Quarter 1        | Quarter 2 | Quarter 3 | Quarter 4 |
|------------------|-----------|-----------|-----------|
| Deliverables Due | N/A       | N/A       | N/A       |



## **B. OPERATIONAL COORDINATION**

The EMPG grant program supports the building or sustainment of core capabilities across the five mission areas that are necessary to prepare for incidents that pose the greatest risk to the State of Florida. Effective operational coordination results from the establishment and maintenance a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.

Sub-Recipients must engage with whole community stakeholders, on a quarterly basis; either by participating in regional meetings of existing multi-agency organizations (i.e., Regional Domestic Security Task Forces, Local Emergency Planning Committees, Regional Health Care Coalitions, Local Voluntary/Community Organizations Active in Disaster) or by hosting/conducting meetings with whole community stakeholders.

To demonstrate successful completion of task 2B for Quarters 1-4, the Sub-Recipient must submit the following items in DEMES:

### **DELIVERABLES**

- Provide proof of participation by a representative of the Subrecipient in quarterly meetings with whole community stakeholders (i.e., fire, law enforcement, health and health care coalitions, public works, public and private sector, and Volunteer Organizations). EMPG funded personnel are encouraged to participate in these meetings.

### **Reporting Requirements**

| Quarter 1        | Quarter 2        | Quarter 3        | Quarter 4        |
|------------------|------------------|------------------|------------------|
| Deliverables Due | Deliverables Due | Deliverables Due | Deliverables Due |

**Supporting Documentation:** Provide proof of participation by a representative of the Sub-Recipient in quarterly meetings with whole community stakeholders to include sign-in sheets, agendas, and meeting minutes (for meetings hosted/conducted by the Subrecipient).

## **TASK 3: TRAINING AND EXERCISE**

### **A. INTEGRATED PREPAREDNESS PLAN (IPP)**

Subrecipients are required to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of the county's multi-year IPP. The IPP should identify a combination of planning, training and exercise activities that address preparedness priorities and capability gaps based on planning efforts, hazard and risk assessments, and exercise/incident after-action reviews (AARs).

The State of Florida uses the Integrated Preparedness Plan Workshop (IPPW) process to synchronize local IPP's into a statewide IPP. Sub-Recipients shall have a representative participate in their Regional IPPW, and EMPG funded personnel are encouraged to attend.

To demonstrate successful completion of task 3A for Quarter 2, the Sub-Recipient must submit the following items in the Division's Salesforce system:

#### **DELIVERABLES**

- Submit the County 2028-2029 **IPP Data Sheets** by **April 30, 2025**, in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW)

#### **Reporting Requirements:**

| Quarter 1 | Quarter 2 | Quarter 3        | Quarter 4 |
|-----------|-----------|------------------|-----------|
| NA        | NA        | Deliverables Due | NA        |

**Supporting Documentation:** Submission of IPP Data Sheets Only in DEMES not later than April 30, 2025. Proof of Participation (provided by the Training and Exercise Unit.) by a representative of the Subrecipient at the appropriate Regional IPP Workshop (IPPW).

#### **B. TRAINING**

All EMPG Program-funded personnel are expected to be trained emergency managers. All EMPG funded personnel must complete *either* the NIMS Independent Study courses and the Professional Development Series, *or* the FEMA National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local or other designated location.

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version)<sup>4</sup>, and, **and**
- Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy courses listed in the chart below.

| PDS<br>Professional Development Series         | OR | Basic Academy<br>Basic Academy Pre-requisites and Courses        |
|--|----|--|
| IS0120.c: An Introduction to Exercises         |    | IS0240.c: Leadership and Influence                               |
| IS0230.e: Fundamentals of Emergency Management |    | IS0241.c: Decision Making and Problem Solving                    |
| IS0235.c: Emergency Planning                   |    | IS0242.c: Effective Communication                                |
| IS0240.c: Leadership and Influence             |    | IS0244.b: Developing and Managing Volunteers                     |
| IS0241.c: Decision Making and Problem Solving  |    | S0100.c: An Introduction to the Incident Command System, ICS 100 |
| IS0242.c: Effective Communication              |    | IS0120.c: An Introduction to Exercises                           |

|  |  |  |
|--|--|--|
| IS0244.b: Developing and Managing Volunteers |  | IS0200.c: Basic Incident Command System for Initial Response         |
| IS-244.b: Developing and Managing Volunteers |  | IS0230.e: Fundamentals of Emergency Management                       |
| IS-244.b: Developing and Managing Volunteers |  | IS0700.b: An Introduction to the National Incident Management System |
|  |  | IS0800.d: National Response Framework, An Introduction               |
|  |  | IS0235.c: Emergency Planning   |
|  |  | E/L0101 Foundations of Emergency Management                          |
|  |  | E/10102 Science for Disasters  |
|  |  | E/L0103 Planning: Emergency Operations                               |
|  |  | E/L0105 Public Information Basics                                    |

To demonstrate successful completion of task 3B for Quarters 1-4, the Sub-Recipient must submit the following items to DEMES:

#### **DELIVERABLES**

- The Staffing Detail for all EMPG funded personnel.
- Training verifications for EMPG funded personnel listed on Staffing Detail –will be provided by the FDEM Training and Exercise (T&E) Unit to the FDEM Grant Management Staff.

#### **Reporting Requirements**

| Quarter 1        | Quarter 2        | Quarter 3        | Quarter 4        |
|------------------|------------------|------------------|------------------|
| Deliverables Due | Deliverables Due | Deliverables Due | Deliverables Due |

**NOTE: Additional course completion documentation is required only if new personnel are listed on the Staffing Detail Form.**

#### **C. VALIDATING CAPABILITIES THROUGH EXERCISE**

Exercises play a vital role in preparedness by testing capabilities, familiarizing emergency management personnel with role and responsibilities, fostering meaningful interaction and communicating across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

To demonstrate successful completion of task 3C for Quarter 2-4. All EMPG funded personnel are encouraged to participate in a minimum of three (3) exercises during the agreement period.

Submit the following item in DEMES:

**DELIVERABLES**

- Sub-Recipient must provide sign-in sheets for exercise in which EMPG funded personnel participated.
- If a local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned Grants Manager utilizing the quarterly report. Exemptions will be reviewed/approved by the State on a case-by-case basis.

**Reporting Requirements**

| Quarter 1            | Quarter 2        | Quarter 3        | Quarter 4   |
|----------------------|------------------|------------------|---|
| Deliverable Accepted | Deliverables Due | Deliverables Due | Deliverables Due (Not required if completed in Q 1-3) |

**Supporting Documentation:** Submission of sign-in sheets for exercises in which EMPG funded personnel participated.

**ATTACHMENT C**

**DELIVERABLES AND PERFORMANCE**

Sub-Recipients shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the FY 2023 Emergency Management Performance Grant (EMPG) Program Notice of Funding Opportunity (NOFO), consistent with the Department of Homeland Security (DHS) State Strategy. Eligible activities are outlined in the Allowable Cost and Eligible Activity for each category below:

**I. Categories and Eligible Activities**

FY 2023 EMPG allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration** in this Agreement. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

**A. Allowable Planning Related Costs**

Funding may be used for security or emergency planning expenses and the materials required to conduct planning activities. Planning shall be related to the protection of the facility and the people within the facility and should include with access and functional needs as well as those

with limited English proficiency. Examples of planning activities allowable under this program include:

- Development and enhancement of security plans and protocols;
- Development or further strengthening of security assessments;
- Emergency contingency plans;
- Evacuation/Shelter-in-place plans;
- Coordination and information sharing with fusion centers, and
- Other project planning activities with prior approval from DHS/FEMA.

**Planning Costs Supporting Documentation:**

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, or credit card statements, or bank statements for proof of payment.

**B. Allowable Organization Related Costs**

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible “Organization Cost” items include, but are not limited to:

- Salaries and Fringe Benefits
- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- Other Personnel/Contractual Services
- Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
- Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
- Major repairs to the County Emergency Operations Center (Need prior EHP approval)
- Central Heat/Air (Need prior EHP approval)
- Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)

- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation (Need prior EHP approval)

#### Additional Organizational Costs

There may be a need for emergency management personnel to wear clothing that clearly identifies their agency, organizational function, and responsibilities when carrying out their official emergency-related duties. EMPG funding may be used to purchase organizational clothing for full-time emergency management personnel who may be deployed for emergency operations, including when:

1. The Emergency Operations Center (EOC) is activated;
2. Emergency management personnel are deployed in the field to conduct damage assessments and response and recovery operations;
3. Assisting in and delivering official emergency management training and exercises, and;
4. Providing public information briefs and interviews on behalf of their emergency management agency.

The emergency management agency should maintain an inventory of such clothing and uniforms to allow for issuance to other personnel who may be deployed for emergency operations.

In addition:

1. EMPG funding **may not** be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel; and
2. Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed on the Authorized Equipment List (AEL): 21GN-00-CCEQ | FEMA.gov.

For a complete list of other eligible clothing and protective gear allowable for purchase with EMPG funding, recipients are encouraged to refer to the AEL website for the most up to-date information: Authorized Equipment List | FEMA.gov.

#### Organization Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, or credit card statements, or bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).
  - Annual inventory of clothing and uniforms, if applicable.

#### C. Allowable Equipment Related Costs

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general-purpose vehicles can be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

#### **Requirements for the Purchase of Lights for Emergency Management Vehicles**

In accordance with 316.2397(3)(c), Florida Statutes, only authorized emergency vehicles may operate emergency lights and/or sirens in response to an emergency. Such vehicles may show or display amber lights when actively responding to an emergency, provided they are not used going to-and-fro from the scene of operation or hazard without specific authorization of a law enforcement officer or law enforcement agency. To utilize EMPG funding to purchase emergency lights, the agency must make a written request to the Executive Director, Division of Emergency Management, and the Federal Emergency Management Agency (FEMA), requesting the authority to purchase since this equipment currently has no Authorized Equipment List (AEL) number. This request should address the statute that authorizes equipment usage, purchase cost of the emergency light package, and must include installation costs and vehicle year/make/model.

#### **Requirements for Small Unmanned Aircraft System**

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

#### **Funding for Critical Emergency Supplies**

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

#### **Equipment Acquisition Costs Supporting Documentation**

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Unauthorized Equipment - Related Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.
- Costs associated with hiring, equipping, training, etc. sworn public safety officers whose **primary** job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
- Costs that supplant traditional public safety positions and responsibilities.
- Activities and projects unrelated to the completion and implementation of the EMPG Program.
- Clothing used for everyday wear by emergency management employees or other personnel.

As defined in section 200.310 Insurance Coverage: The non-federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the Federal award.

#### **D. Allowable Training Related Costs**

EMPG Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG -funded personnel (including full- and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

- (1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) and;
- (2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending National Disaster & Emergency Management University (NDEMU) training or delivering NDEMU train-the-trainer courses
- Attending other Department of Homeland Security (DHS) approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.



When conducting a training that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

### **Conferences**

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large

formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

#### **Class A, Class B, and Class C Travel:**

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.
- 

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|--|
| <b>Meal Allowance and Per Diem:</b>  |
| <b>Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:</b>  |
| \$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);  |
| \$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);  |
| \$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).  |
| <b>Section 112.061(a), Florida Statutes, establishes the per diem amounts.</b>   |
| All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate. |

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight-to-midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

#### **Reimbursement for Meal Allowances That Exceed the State Rates**

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see <https://www.gsa.gov/portal/content/104877>).

#### **Hotel Accommodations**

- A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$225 per night.

#### **Training Costs Supporting Documentation**

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

**Certain trainings may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.**

#### **E. Allowable Exercise Related Costs**

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

##### **Allowable Exercise-Related Costs**

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is

applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

#### **Unauthorized Exercise - Related Costs**

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

#### **Exercise Costs Supporting Documentation**

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

**Certain exercises may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.**

#### **F. Management and Administration**

No more than 5% of each Sub-Recipient's total award shall be expended on Management and Administration costs.

- Hiring of full-time or part-time staff or contractors/consultants responsible for activities relating to the management and administration of EMPG funds. Hiring of contractors/consultants shall follow applicable federal procurement requirements at 2 C.F.R. §§ 200.318-200.327.
- Meeting-related expenses directly related to M&A of EMPG funds.

**G. Maintenance and Sustainment**

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in DHS/FEMA Policy FP 205-402-125-1 (Additional guidance is provided in DHS/FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: <http://www.fema.gov/medialibrary/assets/documents/32474>, under all active and future grant awards, unless otherwise noted.

Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased shall not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

**H. Construction and Renovation**

EMPG funding shall not be used for construction and renovation projects without prior written approval from the Division and DHS/FEMA. In some cases, the installation of equipment may constitute construction and/or renovation. All Sub-Recipients of EMPG funds shall request and receive approval from the Division and DHS/FEMA before any EMPG funds are used for any construction or renovation.

**I. Indirect Facilities & Administrative (F&A) Costs**

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award shall provide a copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal shall provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs shall be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

**J. Disposition**

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from their Grant Manager and the State Administrative Agency (SAA) shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. ***Excepted or controlled equipment shall not be transferred and shall remain in the possession of the original FEMA grant recipient.***

The Sub-Recipient shall notify their Grant Manager via email one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been

expended. The Sub-Recipient shall notify their Grant Manager immediately if the equipment is destroyed, lost, or stolen.

**K. Ensuring the Protection of Civil Rights**

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Sub-Recipients shall carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Monitoring and oversight requirements in connection with Sub-Recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, Sub-Recipients shall ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

**L. SAFECOM**

Emergency communications systems and equipment shall meet applicable **SAFECOM Guidance**. Sub-Recipients shall coordinate with the Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

**M. Procurement**

The purpose of the procurement process is to ensure a fair and reasonable price is paid for the services provided. All procurement transactions shall be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Sub-Recipient's local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient shall follow the more stringent standard. For example, if a state statute imposes a stricter requirement than a federal regulation, then the Sub-Recipient shall adhere to the requirements of the state statute.

**The State of Florida procurement policy and procedure is as follows:**

| <b>Amount</b>                | <b>Documentation Required</b>  |
|------------------------------|--|
| Up to \$2,499                | Shall be carried out using good purchasing practices which may include certification of written or telephone quotes                      |
| \$2,500 but less than 35,000 | Submit summary of 2 (minimum) written quotes, signed by the vendor representative.   |
| > \$35,000                   | For vendors not on STC; submit documentation of Invitation to Bid Process (ITB), Request for Proposal (RFP) or Intent to Negotiate (ITN) |
| All Sole Source              | FDEM pre-approval is required  |

|                             |   |
|-----------------------------|---|
| Alternative Contract Source | Commodities or Services available to the State via outside contract vehicle. A copy of the executed contract shall be submitted along with additional quotes if GSA 70 or GSA 84. |
|-----------------------------|---|

**Formal Competitive Solicitations:** \$35,000 and above and not available on STC include Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN). Each requires a Scope of Work that meets all statutory requirements and formal posting or publication processes. **Subrecipients shall submit their formal solicitation documentation and subsequent vendor selection documentation for approval prior to initiating any work.**

The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications.

The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible.

If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

Examples of when to use each method:

**Invitation to Bid:** Procurement by sealed bidding is a method where bids are publicly solicited through formal advertising. It is when a Sub-Recipient can establish precise specifications for a commodity or service defining, with specificity, as further outlined in the scope of work.

Under this procurement method, the solicitation document used is known as the ITB. Sealed bidding is often utilized when the Sub-Recipient's requirements are known and specific in detail.

The sealed bid method is the preferred method for procuring construction services and is appropriate when the following conditions are present:

- Complete, adequate, and realistic specifications or purchase descriptions are available;
- Two or more responsible bidders are willing and able to compete effectively for the business;

The Sub-Recipient primarily selects the successful bidder based on price. This includes the price-related factors included within the solicitation. Other than the responsibility determination, the Sub-Recipient shall not select a contractor on the basis of non-price-related factors.



Sub-Recipients shall publicly advertise the ITB. The precise manner of advertising depends upon the facts and circumstances of the procurement, subject to any applicable state, local, and/or tribal requirements.

Sub-Recipients shall solicit bids from an adequate number of known suppliers. The regulation does not provide specific guidance regarding the method for soliciting additional bids or what constitutes an adequate number of qualified sources. These determinations shall be dependent upon the facts and circumstances of the procurement, subject to any relevant state, local, and/or federal requirements. The general requirements for an ITB are as follows:

- The ITB shall define the items or services including any specifications and pertinent attachments so potential bidders can properly respond.
- The subrecipient shall provide potential bidders sufficient time to prepare and submit bids prior to the date set for bid opening.
- All bids shall be opened at the date, time, and location established in the ITB.
- After the official bid opening procedures are completed, the subrecipient shall award a contract to the lowest price bid provided by a responsive and responsible bidder. If specified in the bidding documents, the subrecipient may consider discounts, transportation costs, and life cycle costs to determine which bid is the lowest.

If using the Sealed Bidding method of procurement, the subrecipient shall document the procurement history. Examples of circumstances under which a subrecipient may reject an individual bid include but are not limited to:

- The bid fails to conform to the essential requirements or applicable specifications as outlined in the ITB;
- The bid fails to conform to the delivery schedule as outlined in the ITB;
- The bid imposes conditions that would modify the requirements as outlined in the ITB;
- The Sub-Recipient determines that the bid price is unreasonable;
- The bid is submitted by a suspended or debarred vendor; and/or
- A bidder fails to furnish a bid guarantee when such a guarantee is required.

The contract should then be awarded to the responsible and responsive vendor who submits the lowest responsive bid. The Subrecipient shall also provide a justification letter to the Division supporting their selection.

**Request for Proposal:** Under this procurement method, the solicitation document used is also known as the RFP. Proposals are an acceptable method of procurement when the nature of the procurement does not lend itself to sealed bidding and when a cost-reimbursement contract is appropriate. Through this process, vendors can compete on a cost basis for like items or services. The request for proposals method of procurement is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired. Simply put, the Sub-Recipient can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. An RFP is appropriate when the following conditions are present:

- The Sub-Recipient cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired;
- The requirements are less definitive, more development work is required, or there is a greater risk of performance;
- Technical capability, past performance, and prior experience considerations play a dominant role in source selection; and/or

- Separate discussions with individual offerors are expected to be necessary after they have submitted proposals. This is a key distinction from the sealed bidding method of procurement where discussions with individual bidders are prohibited and the contract shall be awarded based on price and price-related factors alone.

**The Sub-Recipient shall publicize their RFP.** The manner of the advertising depends upon the facts and circumstances of the procurement, subject to state, local, and/or tribal requirements. Within the advertisement, the Sub-Recipient shall identify all evaluation factors and their relative importance. The following provides several considerations for developing evaluation factors:

- The evaluation factors for a specific procurement should reflect the subject matter and elements that are most important to the Sub-Recipient.
- The evaluation factors may include such things as technical design, technical approach, length of delivery schedules, past performance, and quality of proposed personnel.
- The Sub-Recipient may use any one or a combination of source selection approaches as permitted under state, local, and/or tribal laws, regulations, and procedures, and these approaches will often differ based on the relative importance of price or cost for the procurement.
- If permitted by the Sub-Recipient, written procurement procedures, and applicable state, local, and/or tribal law, the Sub-Recipient may award a contract to the offeror whose proposal offers the “best value” to the Sub-Recipient. The solicitation shall also inform potential offerors that the award shall be made on a “best value” basis, which should include a statement that the Sub-Recipient reserves the right to award the contract to other than the lowest-priced offeror.
- The RFP shall identify evaluation factors and their relative importance; however, they need not disclose numerical or percentage ratings or weights.
- FEMA does not require any specific evaluation factors or analytic process, but the evaluation factors shall support the purposes of the grant or cooperative agreement.

The Sub-Recipient shall consider any response to a publicized request for proposals to the maximum extent practical. In addition to publicizing the request for proposals, non-state entities shall solicit proposals from an adequate number of offerors, providing them with sufficient response time before the date set for the receipt of proposals. Determining an adequate number of sources shall depend upon the facts and circumstances of the procurement, subject to relevant state, local, and/or tribal requirements.

The Sub-Recipient shall have a written method for conducting their technical evaluations of the proposals received and for selecting offerors. When evaluating proposals, FEMA expects the Sub-Recipient to consider all evaluation factors specified in its solicitation documents and evaluate offers only on the evaluation factors included in the solicitation documents. A Sub-Recipient shall not modify its evaluation factors after proposals have been submitted without re-opening the solicitation. In awarding a contract that will include options, FEMA expects the Sub-Recipient to evaluate proposals for any option quantities or periods contained in the solicitation if it intends to exercise those options after the contract is awarded.

The contract shall be awarded to the responsible offeror whose proposal is most advantageous to the program with price and other factors considered.

**Invitation to Negotiate:** If the Sub-Recipient has determined that an ITB or an RFP will not result in the best value, the Sub-Recipient may procure commodities and contractual services using the ITN process. The procurement file shall be documented to support why an ITB and a RFP will not result in best value (287.057(1)(c), Florida Statutes). Contracts that exceed \$1 million require a Florida Certified Contract Negotiator. Contracts more than \$10 million in any fiscal year, requires a Project Management Professional on the team.

**Formal competitive solicitation postings or publication on an organization's website shall not be accepted as it discourages true competition. Effective FY2023 such postings shall be via a public forum for example the Florida Administrative Registry, local newspaper, etc.**

The Division shall pre-approve all scopes of work for projects funded under this agreement. Also, to receive reimbursement from the Division, the Sub-Recipient shall provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

**Contracts may include:**

**State Term Contract:** A **State Term Contract** is a contract that is competitively procured by the Division of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

**Alternate Contract Source:** An **Alternate Contract Source** is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

**General Services Administration Schedules:** The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program.). **Refer to the appropriate GSA Schedule for additional requirements.**

**N. Piggybacking**

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Sub-Recipient's written procurement policy shall be submitted to the Division and shall allow for piggybacking. The existing contract shall contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, shall be substantially the same as those of the existing contract and approved by the Division. The piggyback contract shall not exceed the existing contract in scope or volume of goods or services. A Sub-Recipient shall not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

**Section 215.971, Florida Statutes**

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with federal or state financial assistance. Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in section 215.97, Florida Statutes, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, shall include all of the following:

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that shall be received and accepted in writing by the agency before payment. Each deliverable shall be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid shall be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement shall be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

#### **O. Unallowable Procurement Practices**

**Noncompetitive Pricing Practices:** Noncompetitive pricing practices between firms or between affiliated companies are prohibited. Subrecipients shall undertake reasonable efforts to ensure that prospective vendors have not engaged in noncompetitive pricing practices when responding to a solicitation, and that they themselves have not when soliciting vendors. If noncompetitive pricing practices are identified, the activity shall be reported to the Division. Below are common noncompetitive pricing practices:

- **Bid rigging:** Occurs when conspiring competitors raise prices under a process where a purchaser acquires goods or services by soliciting competing bids. Competitors agree in advance who will submit the lowest priced or winning bid on a contract. Bid rigging takes many forms, but conspiracies usually fall into one or more of the following categories: bid suppression, complementary bidding, and bid rotation.
- **Bid suppression:** Where one or more competitor(s), who otherwise would be expected to bid or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.
- **Complementary bidding:** Also known as "cover" or "courtesy" bidding, occurs when some competitors agree to submit bids that are either too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer's acceptance but are merely designed to give the appearance of genuine competitive bidding while making the designated winning competitor's bid appear most attractive. Complementary bidding schemes are a frequent form of bid rigging. They defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.

- **Bid rotation:** A scheme where all conspirators submit bids but take turns being the lowest bidder. The terms of the rotation may vary. For example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator, or allocating volumes that correspond to the size of each conspirator company.

**P. Unique Entity Identifier (UEI) and System for Award Management (SAM)**

Sub-Recipients for this award shall:

- Be registered in SAM;
- Provide a valid DUNS number; and
- Continue to maintain an active UEI with current information at all times during which it has an active federal award.

**Q. Reporting Requirements**

**1. Quarterly Programmatic Reporting:**

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements shall be withheld until the Sub-Recipient's reporting is current.
- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it shall result in the issuance of a noncompliance letter, and a written justification shall then be provided.
  - Based on the Division's determination, the Sub-Recipient shall have thirty (30) days to submit a letter of appeal to the Division.
  - Sub-Recipients shall only be allowed one opportunity to appeal.
  - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-Recipient's funds shall be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures, it shall result in termination of the agreement.

**Programmatic Reporting Schedule**

| Reporting Period              | Report due to FDEM no later than |
|-------------------------------|----------------------------------|
| January 1 through March 31    | April 30                         |
| April 1 through June 30       | July 31                          |
| July 1 through September 30   | October 31                       |
| October 1 through December 31 | January 31                       |

**2. Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):**

After the end of each reporting period, for the life of the contract unless directed otherwise, the Division, shall complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are **January 1-June, July 1-December 31**. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

**3. Reimbursement Requests:**

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

**4. Close-out Programmatic Reporting:**

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

**5. Administrative Closeout**

An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. The Division shall make three (3) written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

**R. Period of Performance (POP) Extensions**

An extension to the period of performance identified in the agreement is allowable under limited circumstances and shall only be considered through formal, written requests to the Division. All extension requests shall contain specific and compelling justifications as to why an extension is required, and shall address the following:

1. The grant program, fiscal year, and agreement number;
2. Reason for the delay—including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
3. Current status of project activity;
4. Requested POP termination date and new project completion date;
5. Amount of funds reimbursed to date;
6. Remaining available funds;
7. Budget outlining how the remaining funds shall be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity(ies) shall be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six (6) month period, and shall be granted only due to compelling legal, policy, or operational challenges. Extension requests shall only be considered for the following reasons:

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;
- The project shall undergo a complex environmental review that cannot be completed within the existing POP;

- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

**Subrecipient's shall be limited to one (1) extension over the grant period of performance. Extension requests shall not be considered within the last one hundred eighty (180) days of the grant period of performance.**

**S. Programmatic Point of Contact**

| <b>Contractual Point of Contact</b>   | <b>Programmatic Point of Contact</b>  |
|---|---|
| Tamisha Jenkins<br>FDEM<br>2555 Shumard Oak Blvd.<br>Tallahassee, FL 32399-2100<br>(850) 815-4367<br>Tamisha.Jenkins@em.myflorida.com | Teresa Warner<br>FDEM<br>2555 Shumard Oak Blvd.<br>Tallahassee, FL 32399-2100<br>(850) 815-4351<br>teresa.warner@em.myflorida.com |

**T. Contractual Responsibilities**

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

**U. Failure to Comply**

- Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

## ATTACHMENT D

### Program Statutes and Regulations

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201 *et seq.*
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 28) Section 287.138, Florida Statutes



## ATTACHMENT E

### JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: \_\_\_\_\_

Requests for an advance shall be submitted at the time of agreement execution or approval of the EHP, if required. If you are requesting an advance, indicate same by checking the box below and completing the Estimated Expenses table.

☐ **ADVANCE REQUESTED** (Maximum request amount may not exceed fifty percent.)

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. This advance will be used on equipment specific projects within the budget of the agreement. We would not be able to operate the program without this advance.

### ESTIMATED EXPENSES

| Project | Days to complete | Funding amount requested |
|---------|------------------|--------------------------|
|         |                  |                          |
|         |                  |                          |
|         |                  |                          |
|         |                  |                          |
|         |                  |                          |

**LINE-ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shall be expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned on the advance)

\_\_\_\_\_  
\_\_\_\_\_  
**\*REQUESTS FOR ADVANCE PAYMENTS SHALL BE CONSIDERED ON A CASE-BY-CASE BASIS\***

**\*\*EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE\*\***

Signature of Sub-Recipient

\_\_\_\_\_  
Name and Title of Sub-Recipient

Date: \_\_\_\_\_

## ATTACHMENT F

### WARRANTIES AND REPRESENTATIONS

#### Financial Management

The Sub-Recipient's financial management system shall comply with 2 C.F.R. § 200.302.

#### Procurements

Any procurement undertaken with funds authorized by this Agreement shall comply with the requirements of 2 C.F.R. § 200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§ 200.318 through 200.327).

#### Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from:

Monday - Friday 8:00 am to 5:00 pm excluding holidays

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#### Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for the particular work for which they are hired by the Sub-Recipient.

**ATTACHMENT G**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION**

**Subcontractor Covered Transactions**

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any federal department or agency.

SUB-CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Sub-Recipient's Name

\_\_\_\_\_

Name and Title

\_\_\_\_\_

FDEM Agreement Number

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Date

**ATTACHMENT H**  
**STATEMENT OF ASSURANCES**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients shall comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law shall ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

All Sub-Recipients shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E shall not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients shall acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-Recipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
2. Sub-Recipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-Recipient shall submit timely, complete, and accurate reports to the Division and maintain appropriate backup documentation to support the reports. Sub-Recipients shall also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.
4. Sub-Recipient shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you shall request instructions from the Division to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
8. Sub-Recipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.
9. Sub-Recipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:
  - a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

**ATTACHMENT I**  
**MANDATORY CONTRACT PROVISIONS**

Provisions:

Any contract or subcontract funded by this Agreement shall contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards**

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award shall contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The non-federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-Recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity shall report all suspected or reported violations to the federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a

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<sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, Sub-Recipient may include the provision in its subcontracts.

standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-Recipient shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) shall not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements  
(Appendix II to Part 200, Revised Eff. 11/12/2020).

***Please note that the Sub-Recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.***

## **ATTACHMENT J**

### **FINANCIAL AND PROGRAM MONITORING GUIDELINES**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Division has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Emergency Management Performance Grant (EMPG) Program grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Pursuant to 2 C.F.R. § 200.337, the Division has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, The Division shall review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients shall permit the Division, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients shall respond in a timely and accurate manner to the Division's requests for information relating to the award.

#### **Monitoring Selection and Scheduling:**

Each year the Division shall conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. Note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

#### **Areas that shall be examined include:**

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

The Division may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or the Division's leadership. The method of gathering this information shall be determined on a case-by-case basis.

#### **Monitoring Activities:**

Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Sub-Recipients shall be required to participate in desk top monitoring as determined by the Division. This contact shall provide an opportunity to identify the need



for technical assistance (TA) and/or a site visit if the Division determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency shall be notified by the program office via email. Information shall include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA shall be referred to the division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring shall be conducted by the Division or designated personnel. On-site monitoring visits shall be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

The Division shall also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

#### **On-Site Monitoring Protocol**

On-site monitoring visits shall begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

#### **Site Visit Preparation**

A letter shall be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment shall be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

#### **On-Site Monitoring Visit**

Once Division personnel have arrived at the site, an orientation conference shall be conducted. During this time, the purpose of the site visit and the items the Division intends to examine shall be identified. All objectives of the site visit shall be explained during this time.

Division personnel shall review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment shall be conducted.

Each item selected for review shall be visually inspected whenever possible. Larger items (computers, response vehicles, etc.) shall have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number shall correspond with the appropriate receipt to confirm purchase. Photographs shall be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation shall be provided to account for that particular piece of equipment. Other programmatic issues can be discussed

at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

#### **Post Monitoring Visit**

Division personnel shall review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within forty-five (45) calendar days of the site visit, a post monitoring letter shall be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect shall be generated and sent to the Sub-Recipient. The Sub-Recipient shall submit a Corrective Action Plan (CAP) within a timeframe as determined by the Division. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement. The On-site monitoring report and all back up documentation shall then be included in the Sub-Recipient's file.

#### **Monitoring Responsibilities of Pass-thru Entities**

Sub-Recipients who are pass-through entities are responsible for monitoring their Sub-Recipients in a manner consistent with the terms of the Federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the Sub-Recipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Sub-Recipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

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### **ATTACHMENT K EHP GUIDELINES**

#### **ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES**

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov. ***Once the grant agreement has been executed by both parties the EHP Screening Form shall be submitted to the Division within forty-five (45) days.***

#### **EHP SCREENING FORM SUBMISSION**

- I. For projects requiring EHP review, the Sub-Recipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Mr. Terence Blakely  
Bureau of Preparedness Grants – EMPG Programmatic Manager  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-815-4367  
[Terence.Blakely@em.myflorida.com](mailto:Terence.Blakely@em.myflorida.com)

- II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.
- III. Sub-Recipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

**ATTACHMENT L  
REIMBURSEMENT CHECKLIST**

**PLANNING**

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and sign-up sheet with meeting date)
- ☐ 4. Has the zero dollar invoice and signed from the consultant/contractor been included?
- ☐ 5. Has proof of payment been included?
  - \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
  - \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation
  - \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
  - \_\_\_\_\_ Sole Source
  - \_\_\_\_\_ State Contract (page showing contract #, price list)
  - \_\_\_\_\_ Competitive bid results (e.g., Quote, bid tabulation page)

**Consultants/Contractors (Note: this applies to contractors also billed under Organization)**

**TRAINING**

- ☐ 1. Is the course DHS approved?
- ☐ 2. Is there a course or catalog number?
- ☐ 3. If not, has FDEM approved the non-DHS training?
- ☐ 4. Have Sign-In Sheets, Rosters and Agenda been provided?
- ☐ 5. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
  - \_\_\_\_\_ Have documentation from entity's financial system been provided as proof attendees were paid?
  - \_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 6. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 7. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment shall be submitted.
  - \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
  - \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation

\_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement

- ☐ 8. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
- \_\_\_\_\_ Sole Source  
\_\_\_\_\_ State Contract (page showing contract #, price list)  
\_\_\_\_\_ Competitive bid results (e.g., Quote, bid tabulation page)

### **EXERCISE**

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise?
- \_\_\_\_\_ Situation Manual or Exercise Plan  
\_\_\_\_\_ After-action report  
\_\_\_\_\_ Sign-in sheets or roster
- ☐ 2. If exercise has been conducted are the following included:
- \_\_\_\_\_ After-action report  
\_\_\_\_\_ Sign-in sheets  
\_\_\_\_\_ Agenda  
\_\_\_\_\_ Rosters
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
- \_\_\_\_\_ Have documentation from entity's financial system been provided to prove attendees were paid?  
\_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment shall be included.
- \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)  
\_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
\_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Have any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment shall be included.
- \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)  
\_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
\_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
- \_\_\_\_\_ Sole Source  
\_\_\_\_\_ State Contract (page showing contract #, price list)  
\_\_\_\_\_ Competitive bid results (e.g., Quote, bid tabulation page)

### **EQUIPMENT**

- ☐ 1. Has the zero dollar invoice and signed from the consultant/contractor been include?
- ☐ 2. Has an AEL # been identified for each purchase?

- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included?  
       \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)  
       \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
       \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 5. If EHP form needed, has a copy of the approval DHS been included?
- ☐ 6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*  
       \_\_\_\_\_ Sole Source  
       \_\_\_\_\_ State Contract (page showing contract #, price list)  
       \_\_\_\_\_ Competitive bid results (e.g., Quote, bid tabulation page)

### **TRAVEL/CONFERENCES**

- ☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?  
       \_\_\_\_\_ Airplane receipts  
       \_\_\_\_\_ Proof of mileage (Google or Yahoo map printout or mileage log)  
       \_\_\_\_\_ Toll and/or Parking receipts  
       \_\_\_\_\_ Hotel receipts (is there a zero balance?)  
       \_\_\_\_\_ Car rental receipts  
       \_\_\_\_\_ Registration fee receipts  
       \_\_\_\_\_ Note: Make sure that meals paid for by conference are not included in per diem amount
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included?  
       \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)  
       \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
       \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement  
       \_\_\_\_\_ Copy of paycheck if reimbursed through payroll

### **SALARY POSITIONS**

1. Has a **signed** timesheet by employee and supervisor been included? Timesheet shall certify the hours and information presented as true and correct.
2. Has proof for time worked by the employee been included? Is time period summary included?  
       \_\_\_\_\_ Statement of Earnings  
       \_\_\_\_\_ Copy of Payroll Check  
       \_\_\_\_\_ Payroll Register  
       \_\_\_\_\_ For fusion center analysts, have the certification documents been provided to the Division to demonstrate compliance with training and experience standards?  
       \_\_\_\_\_ For fusion center analysts, has documentation of PPR submission via the annual Fusion Center Assessment been provided to the Division to demonstrate compliance with performance measurement requirements?

### **ORGANIZATION**

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?  
       \_\_\_\_\_ Have documentation from entity's financial system been provided to prove attendees were paid?

- \_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- \_\_\_\_\_ For **Contract Security** has time & effort documentation been submitted? Is a time period summary included? (Signed & certified timesheets reflecting the name and number of hours spent) ***\*\*A signed contract between subrecipient and vendor shall be provided that outlines the agreement – number of officers, hourly rate, frequency, price, etc...***

**FOR ALL REIMBURSEMENTS - THE FINAL CHECK**

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement (including Daily Activity Reports for OPSG)?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Do all quotes and invoices from the selected vendor provide a legible signature from vendor?
- ☐ 5. Do all paid invoices show a \$0.00 balance?
- ☐ 6. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 7. Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?
- ☐ 8. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- ☐ 9. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- ☐ 10. Do all of your vendors have a current W-9 (Taxpayer Identification) on file?
- ☐ 11. Has the Attachment G (found within Agreement with FDEM) or proof of SAM.gov registration been provided for the contractors/consultants with the reimbursement package.

**Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

**ATTACHMENT M**  
**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**  
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”<sup>2</sup> from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”<sup>3</sup> Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”<sup>4</sup> and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Sub-Recipient, I hereby attest that the company identified above in the section entitled “Sub-Recipient Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

|  |
|--|
| Sub-Recipient Vendor Name: _____                         |
| Vendor FEIN: _____                                       |
| Vendor’s Authorized Representative Name and Title: _____ |
| Address: _____   |
| City: _____ State: _____ Zip: _____                      |
| Phone Number: _____                                      |
| Email Address: _____                                     |
| Certified By: _____                                      |
| AUTHORIZED SIGNATURE                                     |
| Print Name and Title: _____                              |
| Date: _____  |

<sup>2</sup> As defined in Section 287.138 (1)(d), Florida Statutes.

<sup>3</sup> As defined in Section 287.138 (1)(c), Florida Statutes.

<sup>4</sup> As defined in Section 287.138 (1)(a), Florida Statutes.





# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1243**

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**Title:**

**Reduction of Lien Request** - Consider the request for a reduction of lien of the Code Enforcement Board lien of \$86,500.00 to the reduced amount of \$1,000.00, under Case # 19-33-CESM, on the property located at 1781 Carlton Street, Longwood, FL 32750, Tax Parcel ID: 01-21-29-5CK-250B-0020, (US BANK TRUST TR, Applicant); District3-Constantine, **(Alexis Brignoni, Code Enforcement Clerk)**

**Division:**

Board of County Commissioners

**Authorized By:**

Rebecca Hammock

**Contact/Phone Number:**

Alexis Brignoni/407-665-7403

**Background:**

The Applicant requests the Board of County Commissioners consider a request of their Code Enforcement Board lien from the accumulated total of \$86,500.00 to the proposed reduced amount of \$1,000.00.

This lien was based on the violation of construction without the required permits and was remedied on February 5, 2024, after the permits were obtained. The Applicant is requesting this reduction due to a communication gap, as US Bank Trust was receiving mail directly rather than the servicer for the bank, Hudson Homes Management Rental Division.

In summary, this issue began as a response to a citizen complaint on October 19, 2017. On such date the Inspector traveled to the subject property located at 1781 Carlton Street, Longwood, FL 32750 and first observed the following violation: Construction without the required permits for a privacy fence.

On January 29, 2019, a Statement of Violation was filed with the Code Enforcement Clerk citing the Respondent for a violation on Chapter 40, Appendix "A", Section 105.1,

Seminole County Code. The matter was heard on March 14, 2019, and the Special Magistrate found the property to be in violation. At said hearing the Special Magistrate issued an Order giving the Respondent a compliance date of May 9, 2019, and a fine of \$50.00 per day if the violation is not corrected by the compliance date.

An Affidavit of Non-Compliance was filed by the Inspector after re-inspection on May 14, 2019. A Notice of Hearing for a lien imposition hearing, which was to occur on July 11, 2019, was sent to the Respondent.

At the lien imposition hearing on July 11, 2019, the Special Magistrate issued an Order finding Non-Compliance Imposing Fine/Lien in the amount of \$3,150.00, with the fine continuing to accrue at \$50.00 per day until compliance is obtained.

The property owner remedied the violation by obtaining the required permits, and an Affidavit of Compliance was filed by the Inspector after re-inspection on February 5, 2024.

The fine/lien currently totals \$86,500.00.

A background timeline is attached.

Pursuant to County Administrative Code 3.20B(4), the following items should be considered when evaluating a lien reduction request:

(a) The amount of the lien as compared to the value of the property -

**Per the Property Appraiser information, the 2023 certified assessed value of the property is \$355,847.00. The lien totals \$86,500.00.**

(b) The actions taken, or not taken, by the property owners in attempting to abate the code violation -

**The Applicant brought the property into compliance by obtaining the appropriate permits.**

(c) The amount of staff time expended to bring the property in compliance -

**The estimated administrative costs on this matter total: \$471.23.**

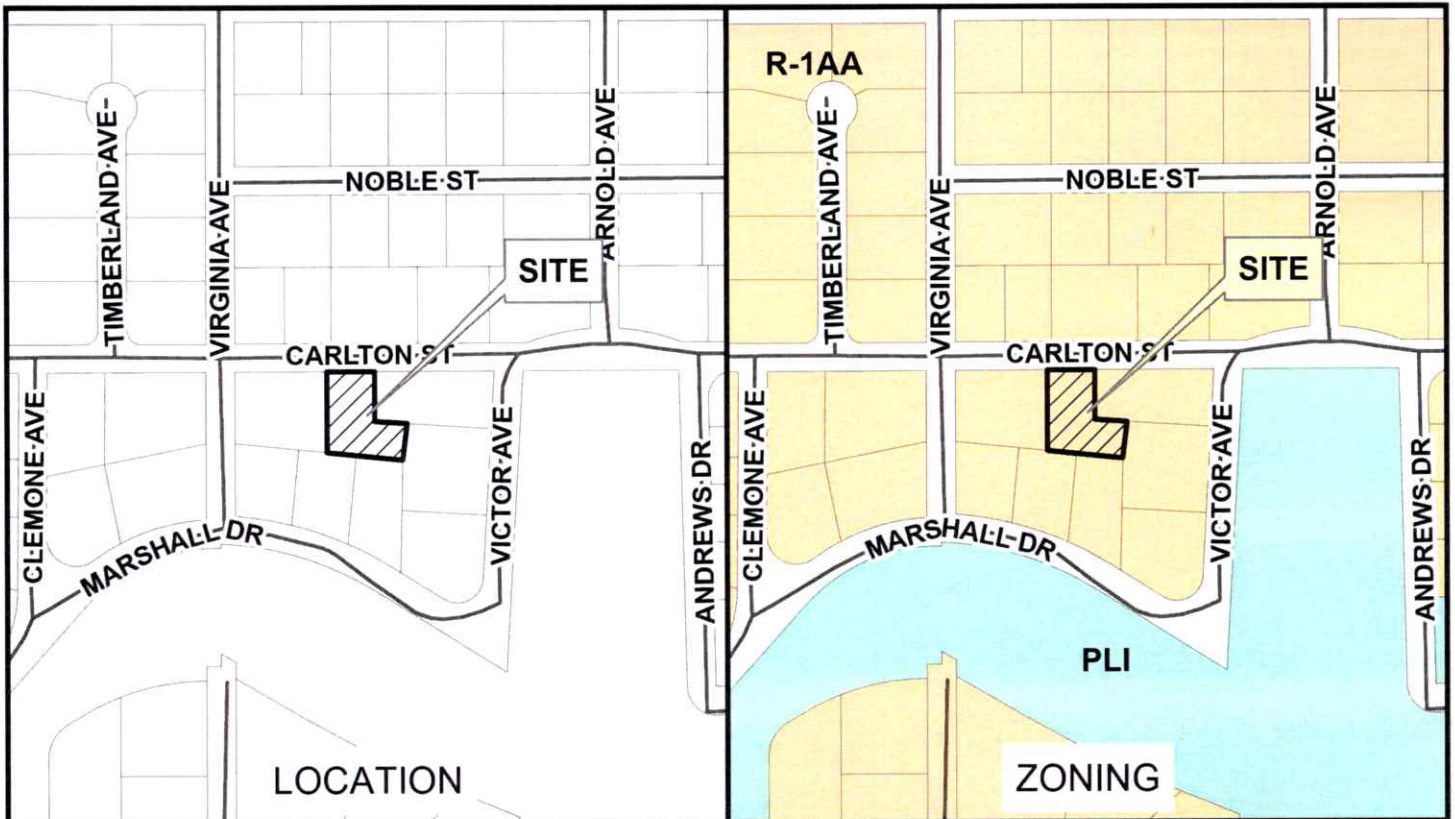
In addition, the request is not eligible for a reduction based on the Board of County Commissioners' Policy for "**Recommendations for Request for Reduction of**

***Liens***", attached for reference.

**Requested Action:**

Applicant requests that the Board of County Commissioners consider a request to reduce a Code Enforcement Board lien from the accumulated total of \$86,500.00 to the reduced amount of \$1,000.00, under Case # 19-33-CESM, on the property located at 1781 Carlton Street, Longwood, FL 32750, Tax Parcel ID: 01-21-29-5CK-250B-0020, (US Bank Trust TR, LSF9 Master Participation Trust, Applicant), and authorize the County Manager to execute the Satisfaction and Release of Code Enforcement Lien.








US BANK TRUST TR, LSF9  
 MASTER PARTICIPATION TRUST  
 1781 CARLTON ST  
 LONGWOOD, FL 32750

SEMINOLE COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 OCTOBER 8, 2024

PARCEL #01-21-29-5CK-250B-0020

### LEGEND

-  Site
-  R-1AA
-  PLI



**BACKGROUND TIME LINE FOR CASE # 19-33-CESM**

**US BANK TRUST TR, LSF9 MASTER PARTICIPATION TRUST  
1781 CARLTON STREET , LONGWOOD**

| <b>DATE</b> | <b>ACTION</b>  | <b>RESULT</b>  |
|-------------|--|--|
| 10/19/2017  | Violations first observed by the Inspector   | <p>A total of three Notice of Code Violations were posted on the property giving the Respondent time to remedy the violation and require the permits needed to continue their construction.</p> <p>Side note: The first of the three Notice of Code Violations was to the prior owner and the other two were posted to the Applicant.</p>    |
| 1/29/2019   | Statement of Violation and Request for Hearing submitted to Clerk by the Inspector           | A Statement of Violation was filed with the Code Enforcement Clerk, citing the Respondent for Construction without the required permits.   |
| 2/7/2019    | Statement of Violation and Request for Hearing submitted to Clerk by the Inspector           | <p>A Notice of Hearing was created and sent via certified mail on February 7<sup>th</sup>, 2019, for a meeting scheduled for March 14, 2019.</p> <p>Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.</p>   |
| 3/14/2019   | Special Magistrate Hearing - Findings of Fact, Conclusions of Law and Order                  | <p>Order was issued by the Special Magistrate giving a compliance date of May 9, 2019 for the violations with a fine of \$50.00 per day if the violations are not corrected by the compliance date.</p> <p>Respondent was not present.</p> <p>Respondent's Certified Mail receipt was not received by the Code Enforcement Board Office.</p> |
| 5/14/2019   | Affidavit of Non-Compliance submitted by the Inspector after a re-inspection on May 14, 2019 | The violations remain on the property.   |
| 6/4/2019    | Affidavit of Non-Compliance Letter sent to Respondent with meeting date                      | <p>Affidavit of Non-Compliance and Notice of Hearing for July 11, 2019 sent to Respondent by Certified Mail.</p> <p>Respondent's Certified Mail receipt was not received by the Code Enforcement Board Office.</p>   |
| 7/11/2019   | Special Magistrate Hearing - Order Finding Non-Compliance and Imposing Fine/Lien             | <p>Order entered by the Special Magistrate imposing a lien in the amount of \$3,150.00 with the fine continuing to accrue at \$50.00 per day until compliance is obtained.</p> <p>Respondent was not present.</p>  |
| 7/15/2019   | Order Providing for Final Costs and Imposing lien Letter sent to Respondent                  | <p>Copy of Order sent to Respondent.</p> <p>Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.</p>   |
| 7/23/2019   | Copy of Order Providing for Final Costs Imposing lien recorded in Official Records           | Certified copy of the Order Imposing recorded by the Clerk of Court as BK/PGS 9399/1035-1036.  |

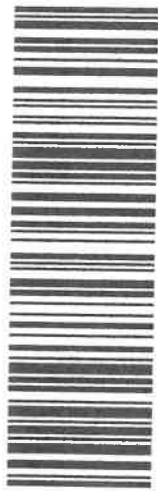
**BACKGROUND TIME LINE FOR CASE # 19-33-CESM**

**US BANK TRUST TR, LSF9 MASTER PARTICIPATION TRUST  
1781 CARLTON STREET , LONGWOOD**

|          |   |   |
|----------|---|---|
| 2/5/24   | Affidavit of Compliance filed by Inspector        | Affidavit of Compliance filed after re-inspection on February 5, 2024.  |
| 2/6/2024 | Affidavit of Compliance Letter sent to Respondent | <p>Certified copy of the Affidavit of Compliance sent via certified mail to Respondent enclosing the total lien amount to be \$86,500.00.</p> <p>Respondent's Certified Mail receipt was received by the Code Enforcement Board Office.</p> |
| 7/1/24   | Application for Reduction of Lien received        | The Respondent is requesting a reduction of the imposed lien amount to \$1,000.00.  |

**DEVELOPMENT SERV  
PLANNING & DEVEL  
CODE ENFORCEMEN  
1101 EAST FIRST STR  
SANFORD FL 32771-1**

**CERTIFIED MAIL®**



9589 0710 5270 0125 952T 1256 6040 952T

RECEIVED AUG 9 8 2024

19-33-CESM RECEIPT  
US BANK TRUST TR, LSF9 MASTER  
PARTICIPATION TRUST  
2711 N HASKILL AVENUE  
STE 1  
DALLAS, TX 75201

[illegible]

RETURNED TO SENDER  
ATTEMPTED TO FORWARD  
UNABLE TO FORWARD

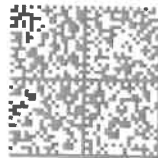


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DEVELOPMENT SERVICES DEPARTMENT  
PLANNING AND DEVELOPMENT DIVISION  
CODE ENFORCEMENT  
1101 EAST FIRST STREET  
SANFORD, FL 32771 1469

752226224872502

US POSTAGE  PITNEY BOWES

ZIP 32771 \$000.69<sup>0</sup>  
02 4W  
0000383119 JUL 18 2024

19-33-CESM RECEIPT  
US BANK TRUST TR, LSF9 MASTER  
PARTICIPATION TRUST  
2711 N HASKILL AVENUE  
STE 2100  
DALLAS, TX 75204

RECEIVED AUG 08 2024

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**FOR THE**

32771-1463

謝明傑



**CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY**, a Political  
Subdivision of the State of Florida,

**CASE NO. 19-33-CESM**

Petitioner,

Vs.

**US BANK TRUST &  
LSF9 MASTER PARTICIPATION TRUST  
C/O HUDSON HOMES MGMT LLC  
PARCEL I.D. # 01-21-29-5CK-250B-0020**

Respondent.

**CERTIFIED COPY**  
**CLERK TO THE**  
**SPECIAL MAGISTRATE**  
**SEMINOLE COUNTY, FL**  
BY:   
DATE: 8/29/24

**AFFIDAVIT OF COMPLIANCE**

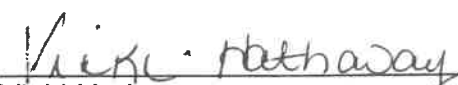
BEFORE ME, the undersigned authority, personally appeared Vicki Hathaway, Building Inspector, for Seminole County, who, after being duly sworn, deposes and says:

1. That on **March 14, 2019**, the Special Magistrate held a public hearing and issued their Order in the above styled matter.
2. That the Respondent was to have taken certain corrective action by or before **May 9, 2019**.
3. That the permit was obtained on **February 2, 2024** for construction without the required permits.
4. Verified on **February 5, 2024**.

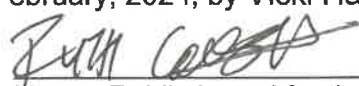
**FURTHER AFFIANT SAYETH NOT**

**DATED** this 5<sup>th</sup> day of February 2024.

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

  
Vicki Hathaway, Building Inspector

The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [    ] online notarization, this 5<sup>th</sup> day of February, 2024, by Vicki Hathaway, who is personally known to me.

  
Notary Public in and for the County and  
State aforementioned  
My Commission Expires:

GRANT MALOY, SEMINOLE COUNTY  
CLERK OF CIRCUIT COURT & COMPTROLLER  
CFN# 2024079737 Bk:10689 Page:534(1Pgs)  
REC: 09/03/2024 12:12:48 PM by cjones  
RECORDING FEES \$10.00

 **RUTH GOLSTEYN**  
Commission # HH 428505  
Expires August 1, 2027



**CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA**

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

**CASE NO. 19-33-CESM**

Petitioner,  
vs.

**US BANK TRUST TR  
LSF9 MASTER PARTICIPATION TRUST  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020**

Respondent.  
\_\_\_\_\_ /


**AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Alexis Brignoni, for Planning & Development Division/Code Enforcement, who, after being duly sworn, deposes and says:

I certify that on the 17<sup>th</sup> day of July 2024, I mailed a true and correct copy of the Courtesy letter enclosing a certified receipt for payment of request for reduction application fine by First Class Mail, U.S. Postal Service to: US BANK TRUST TR, LSF9 MASTER PARTICIPATION TRUST, 2711 N HASKELL AVENUE, STE 2100, DALLAS, TX, 75204.

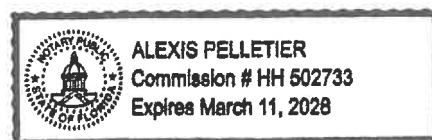
  
\_\_\_\_\_  
Alexis Brignoni

/ known to me, acknowledged the foregoing  
2024.

  
\_\_\_\_\_  
Notary Public in and for the County and  
State Aforementioned  
My commission expires:

9589 0710 5270 1256 6040 63

|  |  |
|--|--|
| <b>U.S. Postal Service™</b>  |  |
| <b>CERTIFIED MAIL® RECEIPT</b>   |  |
| Domestic Mail Only   |  |
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®. |  |
| 19-33-CESM RECEIPT   |  |
| US BANK TRUST TR, LSF9 MASTER PARTICIPATION TRUST  |  |
| 2711 N HASKLL AVENUE   |  |
| STE 2100   |  |
| DALLAS, TX 75204   |  |
| Certified Mail   |  |
| Extra Service  |  |
| <input type="checkbox"/> Return Receipt  |  |
| <input type="checkbox"/> Return Receipt  |  |
| <input type="checkbox"/> Certified   |  |
| <input type="checkbox"/> Adult Signature   |  |
| <input type="checkbox"/> Adult Signature   |  |
| Postage  |  |
| \$   |  |
| Total Postage and Fees   |  |
| \$   |  |
| Sent To  |  |
| Street and Apt. No., or PO Box No.   |  |
| City, State, ZIP+4®  |  |
| PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions                     |  |



**DEVELOPMENT SERVICES DEPARTMENT**  
**CODE ENFORCEMENT**



July 17, 2024

US BANK TRUST TR, LSF9 MASTER  
PARTICIPATION TRUST  
2711 N HASKLL AVENUE  
STE 2100  
DALLAS, TX 75204

CASE NO – 19-33-CESM  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020

Dear Property Owner:

Please find enclosed a certified receipt for payment of your request for reduction application fine.

If you have any questions, please give me a call at the phone number listed below.

CODE ENFORCEMENT BOARD  
SEMINOLE COUNTY, FLORIDA

Alexis Brignoni  
Clerk to the Code Enforcement Board

Enclosure: Receipt for payment

cc: Inspector, Vicki Hathaway

SEMINOLE COUNTY GOVERNMENT  
\*\*\* CUSTOMER RECEIPT \*\*\*

Batch ID: DRAB01                      7/10/24 00                      Receipt no: 194383

| Type | SvcCd | Description           | Amount   |
|------|-------|-----------------------|----------|
| LB   |       | C. E. COUNTER PAYMENT |          |
|      | Qty   | 1.00                  | \$500.00 |

FL REAL ESTATE PROPERTIES

Trans number: 10097177

FLORIDA REAL ESTATE PROPERTIES

,LLC

2484 W STATE RD 434

STE 204

LONGWOOD, FL 32779-6137

19-33-CESM REQ FOR REDUCTION

Tender detail

|                 |      |          |
|-----------------|------|----------|
| CK Ref#:        | 2225 | \$500.00 |
| Total tendered: |      | \$500.00 |
| Total payment:  |      | \$500.00 |

Trans date: 7/10/24                      Time: 16:07:34

THANK YOU FOR YOUR PAYMENT

Florida Real Estate Properties, LLC  
2484 W State Road 434, Ste 204  
Longwood, FL 32779-6137

BANK OF AMERICA, NA  
63-4/630

2225

06/24/2024

PAY TO THE  
ORDER OF

Board of County Commissioners

\$ \*\*500.00

Five hundred and 00/100\*\*\*\*\*

DOLLARS

PROTECTED AGAINST FRAUD

Board of County Commissioners  
1101 East First Street  
Sanford, FL 32771-1468

MEMO  
Appeal-Lien Reduction-1781 Carlton St

Joyce Sanders

002225

0047

1509

CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA

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

CASE NO. 19-33-CESM

Petitioner,  
vs.

US BANK TRUST TR  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020

7021 1970 0001 8460 0675

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL  
19-33-CESM AFF OF COMPLIANCE  
CT CORPORATION SYSTEM REG AGT  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

Certified Mail  
Extra Service  
Return to Sender  
Return to Office  
Certified  
Adult Signature  
Adult Signature

Postage

Total Postage

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or

1. A 19-33-CESM AFF OF COMPLIANCE  
US BANK-TRUST TR  
C/O HUDSON HOMES MGMT LLC  
12711 N HASKELL AVENUE  
STE 2100  
DALLAS, TX 75204-2911



9590 9402 8681 3310 2125 24

Certified

Extra

Return to Sender

Return to Office

Certified

Adult Signature

Adult Signature

Postage

Total

Sent

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

VIT OF MAILING

authority, personally appeared Alexis Brignoni, for  
le Enforcement, who, after being duly sworn,

ary, 2024 I mailed a true and correct copy of  
Compliance and lien amount due by First Class  
TRUST TR, 3701 REGENT BLVD, STE 200,  
ON SYSTEM, 1200 SOUTH PINE ISLAND ROAD,

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Agent

Addressee

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

RECEIVED FEB 23 2024

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery

(over \$500)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted

Delivery

Signature Confirmation™

Signature Confirmation

Restricted Delivery

Domestic Return Receipt

the foregoing  
ary, 2024.

le County and



DEVELOPMENT SERVICES DEPARTMENT

CODE ENFORCEMENT



February 6, 2024

US BANK TRUST TR  
C/O HUDSON HOMES MGMT LLC  
2711 N HASKELL AVENUE  
STE 2100  
DALLAS, TX 75204-2911

CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

CASE NO – 19-33-CESM  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020

Dear Property Owner:

Please find enclosed a certified copy of the Affidavit of Compliance which has been filed by the Inspector.

Therefore, your **lien** totals **\$86,500.00** for 1730 days of non-compliance, May 10, 2019 from through and including February 2, 2024 at \$50.00 per day.

You may pay the lien amount of **\$86,500.00** in person or by mail at the address listed below. If you will be paying by check, please make your check payable to the **Board of County Commissioners** or "**BOCC**".

Mail to: Clerk to the Code Enforcement Special Magistrate Seminole County  
Development Services Department  
1101 E. First Street  
Sanford, Florida, 32771-1468

If you have any questions, please give me a call at 407-665-7403.

CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA



Alexis Brignoni  
Clerk to the Special Magistrate

Enclosure: Affidavit of Compliance

cc: Inspector Vicki Hathaway

**CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY**, a Political  
Subdivision of the State of Florida,

**CASE NO. 19-33-CESM**

Petitioner,

Vs.

**US BANK TRUST &  
LSF9 MASTER PARTICIPATION TRUST  
C/O HUDSON HOMES MGMT LLC  
PARCEL I.D. # 01-21-29-5CK-250B-0020**

Respondent.  
\_\_\_\_\_ /

**AFFIDAVIT OF COMPLIANCE**

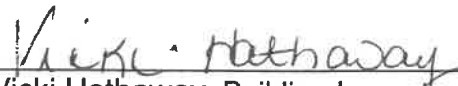
BEFORE ME, the undersigned authority, personally appeared Vicki Hathaway, Building Inspector, for Seminole County, who, after being duly sworn, deposes and says:

1. That on **March 14, 2019**, the Special Magistrate held a public hearing and issued their Order in the above styled matter.
2. That the Respondent was to have taken certain corrective action by or before **May 9, 2019**.
3. That the permit was obtained on **February 2, 2024** for construction without the required permits.
4. Verified on **February 5, 2024**.


**FURTHER AFFIANT SAYETH NOT**

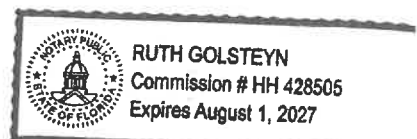
**DATED** this 5<sup>th</sup> day of February 2024.

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

  
\_\_\_\_\_  
Vicki Hathaway, Building Inspector

The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [    ] online notarization, this 5<sup>th</sup> day of February, 2024, by Vicki Hathaway, who is personally known to me.

  
\_\_\_\_\_  
Notary Public in and for the County and  
State aforementioned  
My Commission Expires:



Lien Imposed by CESM

5/10/2019

19-33-cesm

Compliance date

| FINE STARTS           | DAY BEFORE<br>CERTIFICATE OF<br>TITLE ENTERED | DAYS OF NON-<br>COMPLIANCE |                    | DAILY RATE |
|-----------------------|---|----------------------------|--------------------|------------|
| 5/10/2019             | 7/11/2019                                     | 63                         | X                  | \$50.00    |
|                       |   |                            |                    |            |
| <b>(extinguished)</b> |   |                            | <b>AMOUNT DUE:</b> |            |
|                       |   |                            | <b>\$3,150.00</b>  |            |

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***Check & Balance***

| FINE STARTS        | COMPLIANCE (through<br>and including this date) | DAYS OF NON-<br>COMPLIANCE |  | DAILY RATE         |
|--------------------|---|----------------------------|--|--------------------|
| 5/10/2019          | 2/2/2024  | 1730                       |  | \$50.00            |
|                    |   |                            |  |                    |
| <b>AMOUNT DUE:</b> |   |                            |  | <b>\$86,500.00</b> |

Date Printed: 2/5/2024



# Property Record Card



**Parcel** 01-21-29-5CK-250B-0020

**Property Address** 1781 CARLTON ST LONGWOOD, FL 32750

## Parcel Location



## Site View



0121295CK250B0020 03/17/2022

## Parcel Information

## Value Summary

|                               |   | 2024 Working Values | 2023 Certified Values |
|-------------------------------|---|---------------------|-----------------------|
| <b>Parcel</b>                 | 01-21-29-5CK-250B-0020  |                     |                       |
| <b>Owner(s)</b>               | US BANK TRUST - Trustee<br>LSF9 MASTER PARTICIPATION TRUST - Trust          |                     |                       |
| <b>Property Address</b>       | 1781 CARLTON ST LONGWOOD, FL 32750  |                     |                       |
| <b>Mailing</b>                | C/O HUDSON HOMES MGMT LLC 2711 N HASKELL AVE STE 2100 DALLAS, TX 75204-2911 |                     |                       |
| <b>Subdivision Name</b>       | SANLANDO SPRINGS  |                     |                       |
| <b>Tax District</b>           | 01-COUNTY-TX DIST 1   |                     |                       |
| <b>DOR Use Code</b>           | 01-SINGLE FAMILY  |                     |                       |
| <b>Exemptions</b>             | None  |                     |                       |
| <b>AG Classification</b>      | No  |                     |                       |
| <b>Valuation Method</b>       | Cost/Market   | Cost/Market         | Cost/Market           |
| <b>Number of Buildings</b>    | 1   | 1                   | 1                     |
| <b>Depreciated Bldg Value</b> | \$279,754   | \$274,932           |                       |
| <b>Depreciated EXFT Value</b> | \$21,000  | \$21,000            |                       |
| <b>Land Value (Market)</b>    | \$117,000   | \$90,000            |                       |
| <b>Land Value Ag</b>          |   |                     |                       |
| <b>Just/Market Value</b>      | \$417,754   | \$385,932           |                       |
| <b>Portability Adj</b>        |   |                     |                       |
| <b>Save Our Homes Adj</b>     | \$0   | \$0                 |                       |
| <b>Non-Hx 10% Cap (AMD 1)</b> | \$0   | \$30,085            |                       |
| <b>P&amp;G Adj</b>            | \$0   | \$0                 |                       |
| <b>Assessed Value</b>         | \$417,754   | \$355,847           |                       |

## 2023 Certified Tax Summary

|                                       |                   |   |                 |
|---------------------------------------|-------------------|---|-----------------|
| <b>2023 Tax Amount w/o Non-Hx Cap</b> | <b>\$5,135.98</b> | <b>2023 Tax Savings with Non-Hx Cap</b> | <b>\$238.57</b> |
| <b>2023 Tax Bill Amount</b>           | <b>\$4,897.41</b> |   |                 |

\* Does NOT INCLUDE Non Ad Valorem Assessments

## Legal Description

PT OF LOTS 1 & 2 DESC AS BEG  
62.05 FT NLY OF SE COR LOT 1  
RUN SLY ON E LI LOT 1 62.05 FT  
WLY ON SLY LI TO SW COR LOT 2  
NLY ALONG W LI LOT 2 145.2 FT  
E 32.5 FT S TO A PT W OF BEG E TO BEG  
& ALL LOT 3  
BLK B TRACT 25  
SANLANDO SPRINGS  
PB 5 PG 45

## Taxes

| Taxing Authority                   | Assessment Value | Exempt Values | Taxable Value |
|------------------------------------|------------------|---------------|---------------|
| ROAD DISTRICT                      | \$417,754        | \$0           | \$417,754     |
| SJWM(Saint Johns Water Management) | \$417,754        | \$0           | \$417,754     |
| FIRE                               | \$417,754        | \$0           | \$417,754     |
| COUNTY GENERAL FUND                | \$417,754        | \$0           | \$417,754     |
| Schools                            | \$417,754        | \$0           | \$417,754     |

## Sales

| Description          | Date       | Book  | Page | Amount    | Qualified | Vac/Imp  |
|----------------------|------------|-------|------|-----------|-----------|----------|
| CERTIFICATE OF TITLE | 12/01/2017 | 09041 | 0312 | \$479,900 | No        | Improved |
| WARRANTY DEED        | 10/01/2005 | 05975 | 1825 | \$359,900 | No        | Improved |
| WARRANTY DEED        | 06/01/1984 | 01556 | 1482 | \$100     | No        | Vacant   |
| WARRANTY DEED        | 10/01/1979 | 01247 | 0708 | \$69,900  | Yes       | Improved |
| WARRANTY DEED        | 01/01/1973 | 00999 | 1763 | \$1,300   | No        | Vacant   |

## Land

| Method | Frontage | Depth | Units | Units Price | Land Value |
|--------|----------|-------|-------|-------------|------------|
| LOT    |          |       | 1     | \$90,000.00 | \$90,000   |
| LOT    |          |       | 1     | \$27,000.00 | \$27,000   |

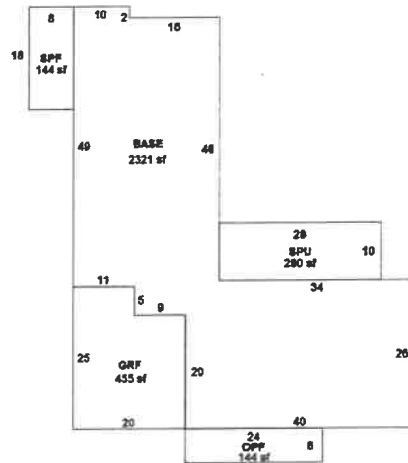
## Building Information

| #                       | Description   | Year Built** | Bed | Bath | Fixtures | Base Area | Total SF | Living SF | Ext Wall         | Adj Value | Repl Value | Appendages  |             |      |                       |        |                         |        |                 |        |                     |        |
|-------------------------|---------------|--------------|-----|------|----------|-----------|----------|-----------|------------------|-----------|------------|---|-------------|------|-----------------------|--------|-------------------------|--------|-----------------|--------|---------------------|--------|
| 1                       | SINGLE FAMILY | 1969/1979    | 4   | 2.5  | 9        | 2,321     | 3,344    | 2,321     | CB/STUCCO FINISH | \$279,754 | \$368,098  | <table><thead><tr><th>Description</th><th>Area</th></tr></thead><tbody><tr><td>SCREEN PORCH FINISHED</td><td>144.00</td></tr><tr><td>SCREEN PORCH UNFINISHED</td><td>280.00</td></tr><tr><td>GARAGE FINISHED</td><td>455.00</td></tr><tr><td>OPEN PORCH FINISHED</td><td>144.00</td></tr></tbody></table> | Description | Area | SCREEN PORCH FINISHED | 144.00 | SCREEN PORCH UNFINISHED | 280.00 | GARAGE FINISHED | 455.00 | OPEN PORCH FINISHED | 144.00 |
| Description             | Area          |              |     |      |          |           |          |           |                  |           |            |   |             |      |                       |        |                         |        |                 |        |                     |        |
| SCREEN PORCH FINISHED   | 144.00        |              |     |      |          |           |          |           |                  |           |            |   |             |      |                       |        |                         |        |                 |        |                     |        |
| SCREEN PORCH UNFINISHED | 280.00        |              |     |      |          |           |          |           |                  |           |            |   |             |      |                       |        |                         |        |                 |        |                     |        |
| GARAGE FINISHED         | 455.00        |              |     |      |          |           |          |           |                  |           |            |   |             |      |                       |        |                         |        |                 |        |                     |        |
| OPEN PORCH FINISHED     | 144.00        |              |     |      |          |           |          |           |                  |           |            |   |             |      |                       |        |                         |        |                 |        |                     |        |

8 10 2 18

18 8 10 2 18

40 40 2321 sq ft



Drawn by: Ryan Shrock

Building 1 - Page 1

\*\* Year Built (Actual / Effective)

## Permits

| Permit # | Description  | Agency | Amount   | CO Date | Permit Date |
|----------|--|--------|----------|---------|-------------|
| 05053    | WOOD FENCE   | County | \$950    |         | 8/1/1995    |
| 04154    | REROOF   | County | \$14,585 |         | 3/12/2018   |
| 07066    | 1781 CARLTON ST: MECHANICAL - RESIDENTIAL-SFR [SANLANDO SPRINGS] | County | \$7,100  |         | 5/16/2019   |

| Extra Features                                      |       |                         |                           |                         |                |                             |            |                   |
|---|-------|-------------------------|---------------------------|-------------------------|----------------|-----------------------------|------------|-------------------|
| Description   |       |                         | Year Built                |                         | Units          | Value                       | New Cost   |                   |
| POOL 1  |       |                         | 10/01/1988                |                         | 1              | \$21,000                    | \$35,000   |                   |
| SOLAR HEATER  |       |                         | 10/01/2000                |                         | 1              | \$0                         |            |                   |
| 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            |
| 12.00   | DUKE  | CENTURY LINK            | SEMINOLE COUNTY UTILITIES | NA                      | TUE/FRI        | FRI                         | WED        | Advanced Disposal |
| Political Representation                            |       |                         |                           |                         |                |                             |            |                   |
| Commissioner  |       | US Congress             |                           | State House             |                | State Senate                |            | Voting Precinct   |
| Dist 3 - Lee Constantine                            |       | Dist 7 - Cory Mills     |                           | Dist 36 - RACHEL PLAKON |                | Dist 10 - Jason Brodeur     |            | 25                |
| School Information                                  |       |                         |                           |                         |                |                             |            |                   |
| Elementary School District                          |       |                         | Middle School District    |                         |                | High School District        |            |                   |
| Altamonte   |       |                         | Milwee                    |                         |                | Lyman                       |            |                   |
| Copyright 2024 © Seminole County Property Appraiser |       |                         |                           |                         |                |                             |            |                   |



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
HUDSON HOMES MANAGEMENT LLC

### Filing Information

**Document Number** M18000005269  
**FEI/EIN Number** 83-0747484  
**Date Filed** 06/04/2018  
**State** TX  
**Status** ACTIVE  
**Last Event** LC AMENDMENT  
**Event Date Filed** 10/18/2019  
**Event Effective Date** NONE

### Principal Address

2711 N HASKELL AVE, STE. 2100  
DALLAS, TX 75204-2921

Changed: 02/24/2021

### Mailing Address

2711 N HASKELL AVE, STE. 2100  
DALLAS, TX 75204-2921

Changed: 02/24/2021

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

TEMPLET, RAYMOND P  
2711 N HASKELL AVE, STE. 2100  
DALLAS, TX 75204-2921

Title MGR

ROBINSON, LISA  
2711 N HASKELL AVE, STE. 2100  
DALLAS, TX 75204-2921

Title MGR

YORK, SARAH E  
2711 N HASKELL AVE, STE. 2100  
DALLAS, TX 75204-2921

Title Manager

IRANI, GIL  
2711 N HASKELL AVE, STE. 2100  
DALLAS, TX 75204-2921

Title Manager

GUILLEN, KATIE  
2711 N HASKELL AVE, STE. 2100  
DALLAS, TX 75204-2921

Title VP

TAYLOR, TERESA  
2711 N HASKELL AVE, STE. 2100  
DALLAS, TX 75204-2921

Title Manager

BEEVERS, NICHOLAS D. H.  
2711 N HASKELL AVE, STE. 2100  
DALLAS, TX 75204-2921

Title VP

Moran, Matt  
2711 N HASKELL AVE, STE. 1800  
DALLAS, TX 75204-2921

#### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2021        | 02/24/2021 |
| 2022        | 03/08/2022 |
| 2023        | 02/25/2023 |

#### Document Images

02/25/2023 -- ANNUAL REPORT

[View image in PDF format](#)

03/08/2022 -- ANNUAL REPORT

[View image in PDF format](#)

02/24/2021 -- ANNUAL REPORT

[View image in PDF format](#)

|  |  |
|--|--|
| <u>06/22/2020 -- AMENDED ANNUAL REPORT</u> | <a href="#">View image in PDF format</a> |
| <u>02/24/2020 -- ANNUAL REPORT</u>         | <a href="#">View image in PDF format</a> |
| <u>10/18/2019 -- LC Amendment</u>          | <a href="#">View image in PDF format</a> |
| <u>09/23/2019 -- LC Amendment</u>          | <a href="#">View image in PDF format</a> |
| <u>03/05/2019 -- ANNUAL REPORT</u>         | <a href="#">View image in PDF format</a> |
| <u>06/04/2018 -- Foreign Limited</u>       | <a href="#">View image in PDF format</a> |

Florida Department of State, Division of Corporations

**CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA**

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

**CASE NO. 19-33-CESM**

Petitioner,  
vs.

**US BANK TRUST TR  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020**

Respondents.

**AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Patricia A. Hughes, for Planning & Development Division/Code Enforcement, who, after being duly sworn, deposes and says:

I certify that on the 15<sup>th</sup> day of July, 2019, I mailed a true and correct copy of the Courtesy letter enclosing the Order of Imposing Fine/Lien (Non-Compliance) by First Class Mail, U.S. Postal Service to: US BANK TRUST TR, 3701 REGENT BLVD, STE 200, IRVING, TX, 75063.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

1.

19-33-CESM ORD IMP LIEN  
US BANK TRUST  
3701 REGENT BLVD STE 200  
IRVING TX 75063



9590 9402 5089 9092 7287 79

Article Number (Transfer from service label):

7017 1070 0001 1248 3611

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

7-22

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

es

acknowledged the foregoing

and for the County and

tioned  
expires:

A. HEBERT

Commission # GG 352612

as July 8, 2023

Thru Troy Fain Insurance 800-385-7019

Domestic Return Receipt

DEVELOPMENT SERVICES DEPARTMENT

CODE ENFORCEMENT



July 15, 2019

US BANK TRUST TR  
3701 REGENT BLVD, STE 200  
IRVING, TX 75063

CASE NO – 19-33-CESM  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020

Dear Property Owner(s):

On **July 11, 2019**, the Code Enforcement Special Magistrate entered an order imposing a **lien** on your property in the amount of **\$3,150.00** for 63 days of non-compliance. The fine will continue to accrue at **\$50.00 per day until you have corrected your violation**. I am enclosing a certified copy of this Order for your records.

Please call **Vicki Hathaway at 407-665-7315** as soon as you have corrected this violation so that compliance can be verified.

CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA

*Patricia A. Hughes*

Patricia A. Hughes  
Clerk to the Special Magistrate

Enclosure: Order of Imposing Fine/Lien (Non-Compliance)

cc: Vicki Hathaway



**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: 01-21-29-5CK-250B-0020

**CERTIFIED COPY**  
CLERK TO THE  
SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FL  
BY: [Signature]  
DATE: July 12, 2019

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: 19-33-CESM

SEMINOLE COUNTY,

Petitioner,

vs.

US BANK TRUST,

Respondents.

GRANT MALOY, SEMINOLE COUNTY  
CLERK OF CIRCUIT COURT & COMPTROLLER  
CFN# 2019078401 Bk:9399 Page:1035-1036 (2Pgs)  
REC: 07/23/2019 11:12:13 AM by jeckenroth  
RECORDING FEES \$18.50

**ORDER PROVIDING FOR FINAL COSTS AND IMPOSING LIEN**

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 July 11, 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 \$3,150.00, for sixty-three (63) days of Non-Compliance from May 10, 2019 through and including July 11, 2019 at \$50.00 per day, and the fine shall continue to accrue at \$50.00 per day for each day the violation continues or is repeated past July 11, 2019.

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.

**DONE AND ORDERED** this 15<sup>th</sup> day of July, 2019 nunc pro tunc to the 11th day of July, 2019.

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

Kimberly R. Kopp

Kimberly R. Kopp  
Special Magistrate

Attest: Patricia A. Hughes

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

**Certificate of Service**

**I HEREBY CERTIFY** that a true and accurate copy of the foregoing has been furnished to U.S. BANK TRUST, 3701 REGENT BLVD, STE 200, IRVING, TX 75063, by first class mail delivery, on this 15<sup>TH</sup> day of July, 2019.

Patricia A. Hughes

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: 01-21-29-5CK-250B-0020

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: 19-33-CESM

SEMINOLE COUNTY,

Petitioner,

vs.

US BANK TRUST,

Respondents.

/

**ORDER PROVIDING FOR FINAL COSTS AND IMPOSING LIEN**

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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.

**DONE AND ORDERED** this 15<sup>th</sup> day of July, 2019 nunc pro tunc to the 11th day of July, 2019.

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

Kimberly R. Kopp

Kimberly R. Kopp  
Special Magistrate

Attest: Patricia A. Hughes


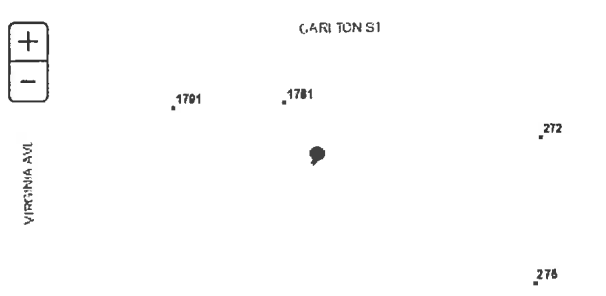
Patricia A. Hughes  
Clerk to the Code Board  
Clerk to the Special Magistrate

**Certificate of Service**

**I HEREBY CERTIFY** that a true and accurate copy of the foregoing has been furnished to U.S. BANK TRUST, 3701 REGENT BLVD, STE 200, IRVING, TX 75063, by first class mail delivery, on this 15<sup>TH</sup> day of July, 2019.

Patricia A. Hughes

Patricia A. Hughes  
Clerk to the Special Magistrate

|   |  | <b>Property Record Card</b><br>Parcel: 01-21-29-5CK-250B-0020<br>Property Address: 1781 CARLTON ST LONGWOOD, FL 32750 |                         |             |            |          |
|--|--|---|-------------------------|-------------|------------|----------|
| <b>Parcel Information</b>  |  | <b>Value Summary</b>  |                         |             |            |          |
| Parcel   | 01-21-29-5CK-250B-0020   | 2019 Working Values   | 2018 Certified Values   |             |            |          |
| Owner(s)   | US BANK TRUST - Trustee  | Valuation Method  | Cost/Market Cost/Market |             |            |          |
| Property Address   | 1781 CARLTON ST<br>LONGWOOD, FL 32750  | Number of Buildings   | 1 1                     |             |            |          |
| Mailing  | C/O WRI PROPERTY MGMT LLC<br>C/O WRI PROPERTY MGMT LLC<br>3630 PEACHTREE RD NE<br>STE 1500<br>ATLANTA, GA 30326-1543 | Depreciated Bldg Value  | \$202,411 \$193,097     |             |            |          |
| Subdivision Name   | SANLANDO SPRINGS   | Depreciated EXFT Value  | \$9,000 \$8,400         |             |            |          |
| Tax District   | 01-COUNTY-TX DIST 1  | Land Value (Market)   | \$45,000 \$45,000       |             |            |          |
| DOR Use Code   | 01-SINGLE FAMILY   | Land Value Ag   |                         |             |            |          |
| Exemptions   |  | Just/Market Value **  | \$256,411 \$246,497     |             |            |          |
|   |  | Portability Adj   |                         |             |            |          |
|  |  | Save Our Homes Adj  | \$0 \$0                 |             |            |          |
|  |  | Amendment 1 Adj   | \$0 \$0                 |             |            |          |
|  |  | P&G Adj   | \$0 \$0                 |             |            |          |
|  |  | Assessed Value  | \$256,411 \$246,497     |             |            |          |
|  |  | Tax Amount without SOH: \$3,529.82<br><u>2018 Tax Bill Amount</u> \$3,529.82<br>Save Our Homes Savings: \$0.00        |                         |             |            |          |
| * Does NOT INCLUDE Non Ad Valorem Assessments  |  |   |                         |             |            |          |
| <b>Legal Description</b>   |  |   |                         |             |            |          |
| W 32.5 FT OF LOT 2 & BEG 12.6<br>FT WLY ON S LI LOT 2 OF SE COR<br>LOT 2 RUN WLY 5 FT NLY 61 FT ELY<br>5 FT SLY 61 FT TO BEG & ALL LOT 3<br>BLK B TRACT 25<br>SANLANDO SPRINGS<br>PB 5 PG 45 |  |   |                         |             |            |          |
| <b>Taxes</b>   |  |   |                         |             |            |          |
| Taxing Authority   | Assessment Value   | Exempt Values   | Taxable Value           |             |            |          |
| COUNTY BONDS   | \$256,411  | \$0   | \$256,411               |             |            |          |
| ROAD DISTRICT  | \$256,411  | \$0   | \$256,411               |             |            |          |
| SJWM(Saint Johns Water Management)   | \$256,411  | \$0   | \$256,411               |             |            |          |
| FIRE   | \$256,411  | \$0   | \$256,411               |             |            |          |
| COUNTY GENERAL FUND  | \$256,411  | \$0   | \$256,411               |             |            |          |
| Schools  | \$256,411  | \$0   | \$256,411               |             |            |          |
| <b>Sales</b>   |  |   |                         |             |            |          |
| Description  | Date   | Book  | Page                    | Amount      | Qualified  | Vac/Imp  |
| CERTIFICATE OF TITLE   | 12/1/2017  | 09041   | 0312                    | \$479,900   | No         | Improved |
| WARRANTY DEED  | 10/1/2005  | 05975   | 1825                    | \$359,900   | No         | Improved |
| WARRANTY DEED  | 6/1/1984   | 01556   | 1482                    | \$100       | No         | Vacant   |
| WARRANTY DEED  | 10/1/1979  | 01247   | 0708                    | \$69,900    | Yes        | Improved |
| WARRANTY DEED  | 1/1/1973   | 00999   | 1763                    | \$1,300     | No         | Vacant   |
| <b>Land</b>  |  |   |                         |             |            |          |
| Method   | Frontage   | Depth   | Units                   | Units Price | Land Value |          |
| LOT  |  |   | 1                       | \$45,000.00 | \$45,000   |          |

| Building Information  |  |                                |            |     |      |                 |          |           |                          |           |            |                               |        |
|---|--|--------------------------------|------------|-----|------|-----------------|----------|-----------|--------------------------|-----------|------------|-------------------------------|--------|
| #   | Description  | Year Built<br>Actual/Effective | Fixtures   | Bed | Bath | Base Area       | Total SF | Living SF | Ext Wall                 | Adj Value | Repl Value | Appendages                    |        |
| 1   | SINGLE<br>FAMILY   | 1969/1979                      | 9          | 4   | 2.5  | 2,321           | 3,344    | 2,321     | CB/STUCCO<br>FINISH      | \$202,411 | \$250,664  | Description                   | Area   |
|   |  |                                |            |     |      |                 |          |           |                          |           |            | SCREEN<br>PORCH<br>FINISHED   | 144.00 |
|   |  |                                |            |     |      |                 |          |           |                          |           |            | SCREEN<br>PORCH<br>UNFINISHED | 280.00 |
|   |  |                                |            |     |      |                 |          |           |                          |           |            | GARAGE<br>FINISHED            | 455.00 |
|   |  |                                |            |     |      |                 |          |           |                          |           |            | OPEN<br>PORCH<br>FINISHED     | 144.00 |
| Permits   |  |                                |            |     |      |                 |          |           |                          |           |            |                               |        |
| Permit #  | Description  |                                |            |     |      |                 |          |           | Agency                   | Amount    | CO Date    | Permit Date                   |        |
| 07066   | 1781 CARLTON ST; MECHANICAL - RESIDENTIAL-SFR [SANLANDO SPRINGS] |                                |            |     |      |                 |          |           | County                   | \$7,100   |            | 5/16/2019                     |        |
| 04154   | REROOF   |                                |            |     |      |                 |          |           | County                   | \$14,585  |            | 3/12/2018                     |        |
| 05053   | WOOD FENCE   |                                |            |     |      |                 |          |           | County                   | \$950     |            | 8/1/1995                      |        |
| Permit data does not originate from the Seminole County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located. |  |                                |            |     |      |                 |          |           |                          |           |            |                               |        |
| Extra Features  |  |                                |            |     |      |                 |          |           |                          |           |            |                               |        |
| Description   |  |                                | Year Built |     |      | Units           |          | Value     |                          | New Cost  |            |                               |        |
| SOLAR HEATER  |  |                                | 10/1/2000  |     |      | 1               |          | \$0       |                          |           |            |                               |        |
| POOL 1  |  |                                | 10/1/1988  |     |      | 1               |          | \$9,000   |                          | \$15,000  |            |                               |        |
| Zoning  |  |                                |            |     |      |                 |          |           |                          |           |            |                               |        |
| Zoning  | Zoning Descriptionun   |                                |            |     |      | Future Land Use |          |           | FutureLandUseDescription |           |            |                               |        |
| R-1AA   | Single Family-11700  |                                |            |     |      | LDR             |          |           | Low Density Residential  |           |            |                               |        |

**CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA**

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

**CASE NO. 19-33-CESM**

Petitioner,  
vs.

**US BANK TRUST TR  
PARCEL I.D. # 01-21-29-5CK-250B-0020**

Respondent.  
\_\_\_\_\_ /

**AFFIDAVIT OF POSTING NOTICE OF HEARING**

BEFORE ME, the undersigned authority, personally appeared Vicki Hathaway, Building Inspector, for Seminole County Building Division, who, after being duly sworn, deposes and says:

I certify that the statements set forth herein are based upon personal knowledge.

That on March 14, 2019 the Code Enforcement Special Magistrate of Seminole County issued a Findings of Fact, Conclusions of Law and Order finding a violation of the **FLORIDA BUILDING CODE/SEMINOLE COUNTY CODE** currently exists at **1781 CARLTON ST, LONGWOOD FL 32750** and a compliance date imposed. A lien hearing has been scheduled regarding this alleged violation.

That the undersigned Building Inspector, posted a Notice of Hearing and a copy of the Statement of Violation and Request for Hearing on the above stated property on **June 28, 2019**.

**FURTHER AFFIANT SAYETH NOT.  
DATED THIS 1st DAY OF July 2019.**

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

Vicki Hathaway  
Vicki Hathaway, Building Inspector

The foregoing instrument was acknowledged before me this 1st day of July 2019, by Vicki Hathaway, who is personally known to me.

Barbara A. Hughes  
Notary Public in and for the County and  
State Aforementioned  
My commission expires:

**SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA**

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

**CASE NO. 19-33-CESM**

Petitioner,  
vs.

**US BANK TRUST TR  
PARCEL I.D. # 01-21-29-5CK-250B-0020**

**RE: 1781 CARLTON ST., LONGWOOD, FL 32750**

Respondents.  
\_\_\_\_\_ /

**AFFIDAVIT OF POSTING NOTICE OF HEARING**


I, Corine M. Dukes, Acting Clerk to the Special Magistrate for Seminole County, Florida, hereby deposes and says:

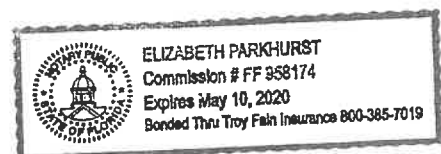
1. That pursuant to Florida Statute 162.12, a NOTICE OF HEARING was posted at Seminole County Services Building, 1101 East First Street, Sanford, Florida, on June 26, 2019 regarding Respondents: US BANK TRUST TR.

  
Corine M. Dukes

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

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2019, by Corine M. Dukes, who is personally known to me.

  
Notary Public in and for the County and  
State Aforementioned  
My commission expires:





**CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA  
CASE NO: 19-33-CESM**

**NOTICE OF HEARING**

**US BANK TRUST TR  
3701 REGENT BLVD, STE 200  
IRVING, TX 75063**

**NOTICE is hereby given that the Special Magistrate of Seminole County, Florida, intends to hold a hearing at 1:30 P.M., or as soon thereafter as possible, at its regular meeting on the July 11, 2019, at the Seminole County Services Building, BCC Chambers, Room 1028, 1101 East First Street, Sanford, Florida, to consider whether to impose a lien on the above-named party's property, legally described as follows:**

**PARCEL I.D. # 01-21-29-5CK-250B-0020  
1781 CARLTON ST., LONGWOOD, FL 32750**

**The violation charged is, specifically:**

**1) CONSTRUCTION WITHOUT THE REQUIRED PERMITS.**



**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.**

**Persons with disabilities needing assistance to participate in any of these proceedings should contact the Employee Relations Department ADA Coordinator 48 hours in advance of the meeting at 407-665-7940.**

**SEMINOLE COUNTY CODE ENFORCEMENT  
DEVELOPMENT SERVICES DEPARTMENT  
1101 EAST FIRST STREET  
SANFORD, FLORIDA 32771-1468  
407-665-7403**



**DATED this 15th day of July, 2019.**

|    |  | <b>Property Record Card</b><br>Parcel: 01-21-29-5CK-250B-0020<br>Property Address: 1781 CARLTON ST LONGWOOD, FL 32750 |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
|---|--|---|-----------------------|---------------|--------------|------------|---------|----------------------|---------------|-----------|-------------|-----------|------------------------------------|-----------|---------------|-----------|-------|-----------|-----------|-----------|---------------------|---------------|----------|-----------|---------|-----------|-----|-----------|---------------|-----------|-------|------|----------|-----|----------|---------------|----------|-------|------|---------|----|--------|--|--|--|
| <b>Parcel Information</b>   |  | <b>Value Summary</b>  |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| Parcel  | 01-21-29-5CK-250B-0020   | 2019 Working Values   | 2018 Certified Values |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| Owner(s)  | US BANK TRUST - Trustee  | Valuation Method  | Cost/Market           |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| Property Address  | 1781 CARLTON ST<br>LONGWOOD, FL 32750  | Number of Buildings   | 1                     |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| Mailing   | C/O WRI PROPERTY MGMT LLC<br>C/O WRI PROPERTY MGMT LLC<br>3630 PEACHTREE RD NE<br>STE 1500<br>ATLANTA, GA 30326-1543 | Depreciated Bldg Value  | \$202,411             |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| Subdivision Name  | SANLANDO SPRINGS   | Depreciated EXFT Value  | \$9,000               |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| Tax District  | 01-COUNTY-TX DIST 1  | Land Value (Market)   | \$45,000              |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| DOR Use Code  | 01-SINGLE FAMILY   | Land Value Ag   |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| Exemptions  |  | Just/Market Value **  | \$256,411             |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
|    |  | Portability Adj   |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
|   |  | Save Our Homes Adj  | \$0                   |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
|   |  | Amendment 1 Adj   | \$0                   |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
|   |  | P&G Adj   | \$0                   |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
|   |  | Assessed Value  | \$256,411             |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
|   |  | Tax Amount without SOH: \$3,529.82  |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
|   |  | 2018 Tax Bill Amount: \$3,529.82  |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| Save Our Homes Savings: \$0.00  |  |   |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| * Does NOT INCLUDE Non Ad Valorem Assessments   |  |   |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| <b>Legal Description</b>  |  |   |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| W 32.5 FT OF LOT 2 & BEG 12.6<br>FT WLY ON S LI LOT 2 OF SE COR<br>LOT 2 RUN WLY 5 FT NLY 61 FT ELY<br>5 FT SLY 61 FT TO BEG & ALL LOT 3<br>BLK B TRACT 25<br>SANLANDO SPRINGS<br>PB 5 PG 45  |  |   |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| <b>Taxes</b>  |  |   |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| <table border="1"> <thead> <tr> <th>Taxing Authority</th> <th>Assessment Value</th> <th>Exempt Values</th> <th>Taxable Value</th> </tr> </thead> <tbody> <tr> <td>COUNTY BONDS</td> <td>\$256,411</td> <td>\$0</td> <td>\$256,411</td> </tr> <tr> <td>ROAD DISTRICT</td> <td>\$256,411</td> <td>\$0</td> <td>\$256,411</td> </tr> <tr> <td>SJWM(Saint Johns Water Management)</td> <td>\$256,411</td> <td>\$0</td> <td>\$256,411</td> </tr> <tr> <td>FIRE</td> <td>\$256,411</td> <td>\$0</td> <td>\$256,411</td> </tr> <tr> <td>COUNTY GENERAL FUND</td> <td>\$256,411</td> <td>\$0</td> <td>\$256,411</td> </tr> <tr> <td>Schools</td> <td>\$256,411</td> <td>\$0</td> <td>\$256,411</td> </tr> </tbody> </table>   | Taxing Authority   | Assessment Value  | Exempt Values         | Taxable Value | COUNTY BONDS | \$256,411  | \$0     | \$256,411            | ROAD DISTRICT | \$256,411 | \$0         | \$256,411 | SJWM(Saint Johns Water Management) | \$256,411 | \$0           | \$256,411 | FIRE  | \$256,411 | \$0       | \$256,411 | COUNTY GENERAL FUND | \$256,411     | \$0      | \$256,411 | Schools | \$256,411 | \$0 | \$256,411 |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| Taxing Authority  | Assessment Value   | Exempt Values   | Taxable Value         |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| COUNTY BONDS  | \$256,411  | \$0   | \$256,411             |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| ROAD DISTRICT   | \$256,411  | \$0   | \$256,411             |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| SJWM(Saint Johns Water Management)  | \$256,411  | \$0   | \$256,411             |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| FIRE  | \$256,411  | \$0   | \$256,411             |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| COUNTY GENERAL FUND   | \$256,411  | \$0   | \$256,411             |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| Schools   | \$256,411  | \$0   | \$256,411             |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| <b>Sales</b>  |  |   |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| <table border="1"> <thead> <tr> <th>Description</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Qualified</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>CERTIFICATE OF TITLE</td> <td>12/1/2017</td> <td>09041</td> <td>0312</td> <td>\$479,900</td> <td>No</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1/2005</td> <td>05975</td> <td>1825</td> <td>\$359,900</td> <td>No</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>6/1/1984</td> <td>01556</td> <td>1482</td> <td>\$100</td> <td>No</td> <td>Vacant</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1/1979</td> <td>01247</td> <td>0708</td> <td>\$69,900</td> <td>Yes</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>1/1/1973</td> <td>00999</td> <td>1763</td> <td>\$1,300</td> <td>No</td> <td>Vacant</td> </tr> </tbody> </table> | Description  | Date  | Book                  | Page          | Amount       | Qualified  | Vac/Imp | CERTIFICATE OF TITLE | 12/1/2017     | 09041     | 0312        | \$479,900 | No                                 | Improved  | WARRANTY DEED | 10/1/2005 | 05975 | 1825      | \$359,900 | No        | Improved            | WARRANTY DEED | 6/1/1984 | 01556     | 1482    | \$100     | No  | Vacant    | WARRANTY DEED | 10/1/1979 | 01247 | 0708 | \$69,900 | Yes | Improved | WARRANTY DEED | 1/1/1973 | 00999 | 1763 | \$1,300 | No | Vacant |  |  |  |
| Description   | Date   | Book  | Page                  | Amount        | Qualified    | Vac/Imp    |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| CERTIFICATE OF TITLE  | 12/1/2017  | 09041   | 0312                  | \$479,900     | No           | Improved   |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| WARRANTY DEED   | 10/1/2005  | 05975   | 1825                  | \$359,900     | No           | Improved   |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| WARRANTY DEED   | 6/1/1984   | 01556   | 1482                  | \$100         | No           | Vacant     |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| WARRANTY DEED   | 10/1/1979  | 01247   | 0708                  | \$69,900      | Yes          | Improved   |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| WARRANTY DEED   | 1/1/1973   | 00999   | 1763                  | \$1,300       | No           | Vacant     |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| <b>Land</b>   |  |   |                       |               |              |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| <table border="1"> <thead> <tr> <th>Method</th> <th>Frontage</th> <th>Depth</th> <th>Units</th> <th>Units Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td></td> <td></td> <td>1</td> <td>\$45,000.00</td> <td>\$45,000</td> </tr> </tbody> </table>   | Method   | Frontage  | Depth                 | Units         | Units Price  | Land Value | LOT     |                      |               | 1         | \$45,000.00 | \$45,000  |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| Method  | Frontage   | Depth   | Units                 | Units Price   | Land Value   |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |
| LOT   |  |   | 1                     | \$45,000.00   | \$45,000     |            |         |                      |               |           |             |           |                                    |           |               |           |       |           |           |           |                     |               |          |           |         |           |     |           |               |           |       |      |          |     |          |               |          |       |      |         |    |        |  |  |  |

| Building Information    |               |                                |          |     |      |           |          |           |                  |           |            |   |             |      |                       |        |                         |        |                 |        |                     |        |
|-------------------------|---------------|--------------------------------|----------|-----|------|-----------|----------|-----------|------------------|-----------|------------|---|-------------|------|-----------------------|--------|-------------------------|--------|-----------------|--------|---------------------|--------|
| #                       | Description   | Year Built<br>Actual/Effective | Fixtures | Bed | Bath | Base Area | Total SF | Living SF | Ext Wall         | Adj Value | Repl Value | Appendages  |             |      |                       |        |                         |        |                 |        |                     |        |
| 1                       | SINGLE FAMILY | 1969/1979                      | 9        | 4   | 2.5  | 2,321     | 3,344    | 2,321     | CB/STUCCO FINISH | \$202,411 | \$250,664  | <table border="1"> <thead> <tr> <th>Description</th> <th>Area</th> </tr> </thead> <tbody> <tr> <td>SCREEN PORCH FINISHED</td> <td>144.00</td> </tr> <tr> <td>SCREEN PORCH UNFINISHED</td> <td>280.00</td> </tr> <tr> <td>GARAGE FINISHED</td> <td>455.00</td> </tr> <tr> <td>OPEN PORCH FINISHED</td> <td>144.00</td> </tr> </tbody> </table> | Description | Area | SCREEN PORCH FINISHED | 144.00 | SCREEN PORCH UNFINISHED | 280.00 | GARAGE FINISHED | 455.00 | OPEN PORCH FINISHED | 144.00 |
| Description             | Area          |                                |          |     |      |           |          |           |                  |           |            |   |             |      |                       |        |                         |        |                 |        |                     |        |
| SCREEN PORCH FINISHED   | 144.00        |                                |          |     |      |           |          |           |                  |           |            |   |             |      |                       |        |                         |        |                 |        |                     |        |
| SCREEN PORCH UNFINISHED | 280.00        |                                |          |     |      |           |          |           |                  |           |            |   |             |      |                       |        |                         |        |                 |        |                     |        |
| GARAGE FINISHED         | 455.00        |                                |          |     |      |           |          |           |                  |           |            |   |             |      |                       |        |                         |        |                 |        |                     |        |
| OPEN PORCH FINISHED     | 144.00        |                                |          |     |      |           |          |           |                  |           |            |   |             |      |                       |        |                         |        |                 |        |                     |        |

| Permits  |  |        |          |         |             |
|----------|--|--------|----------|---------|-------------|
| Permit # | Description  | Agency | Amount   | CO Date | Permit Date |
| 07066    | 1781 CARLTON ST: MECHANICAL - RESIDENTIAL-SFR [SANLANDO SPRINGS] | County | \$7,100  |         | 5/16/2019   |
| 04154    | REROOF   | County | \$14,585 |         | 3/12/2018   |
| 05053    | WOOD FENCE   | County | \$950    |         | 8/1/1995    |

Permit data does not originate from the Seminole County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

| Extra Features |            |       |         |          |
|----------------|------------|-------|---------|----------|
| Description    | Year Built | Units | Value   | New Cost |
| SOLAR HEATER   | 10/1/2000  | 1     | \$0     |          |
| POOL 1         | 10/1/1988  | 1     | \$9,000 | \$15,000 |

| Zoning |                     |                 |                             |
|--------|---------------------|-----------------|-----------------------------|
| Zoning | Zoning Description  | Future Land Use | Future Land Use Description |
| R-1AA  | Single Family-11700 | LDR             | Low Density Residential     |

**CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA**

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

**CASE NO. 19-33-CESM**

Petitioner,  
vs.

**US BANK TRUST TR  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020**

Respondents.  
\_\_\_\_\_ /

**AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Patricia A. Hughes, for Planning & Development Division/Code Enforcement, who, after being duly sworn, deposes and says:

I certify that on the 4<sup>th</sup> day of June, 2019, I mailed a true and correct copy of the Lien letter enclosing the Affidavit of Non-Compliance and Notice of Hearing by First Class Mail, U.S. Postal Service and by Certified Mail to: US BANK TRUST TR, 3701 REGENT BLVD, STE 200, IRVING, TX, 75063.

Patricia A. Hughes  
Patricia A. Hughes

|  |          |
|--|----------|
| <b>U.S. Postal Service™</b>  |          |
| <b>CERTIFIED MAIL® RECEIPT</b>   |          |
| Domestic Mail Only   |          |
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®. |          |
| <b>OFFICIAL USE</b>  |          |
| Certified Mail Fee   | \$ _____ |
| Extra Services & Fees (check box, add fee as appropriate)  |          |
| <input type="checkbox"/> Return Receipt (hardcopy)   | \$ _____ |
| <input type="checkbox"/> Return Receipt (electronic)   | \$ _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery                                      | \$ _____ |
| <input type="checkbox"/> Adult Signature Required  | \$ _____ |
| Postmark Here  |          |
| 19-33-CESM NON COMP & NOH 7/11/19  |          |
| US BANK TRUST  |          |
| 3701 REGENT BLVD STE 200   |          |
| IRVING TX 75063  |          |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions                       |          |

personally known to me, acknowledged the foregoing  
June, 2019.

Laura Hayes

Notary Public in and for the County and  
State Aforementioned  
My commission expires:



June 4, 2019

US BANK TRUST TR  
3701 REGENT BLVD, STE 200  
IRVING, TX 75063

CASE NO – 19-33-CESM  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020

Dear Property Owners:

Please be advised that on March 14, 2019, the Code Enforcement Special Magistrate of Seminole County issued an Order of Violation and Non-Compliance, Findings of Fact, Conclusions of Law and Order in the above-referenced case. The Order specifically found your property in violation of:

**Construction without the required permits.**

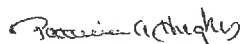
This property is located at 1781 CARLTON ST., LONGWOOD, FL 32750. The Special Magistrate required compliance with this Order by May 9, 2019. I am enclosing a certified copy of the Affidavit of Non-Compliance which has been filed by the Inspector.

This item will be heard by the Code Enforcement Special Magistrate at the regularly scheduled meeting on **Thursday, July 11, 2019, at 1:30 p.m.**, at the County Services Building, Room 1028, located at 1101 East First Street, Sanford, Florida.

At the time of the upcoming hearing, your fine will have run for **63 days**, from May 10, 2019, through and including July 11, 2019, at **\$50.00 per day** which totals **\$3,150.00**.

Seminole County will be requesting the Special Magistrate issue an order to be recorded in the Public Records of Seminole County imposing a **lien** against this property in the amount of **\$3,150.00**, with the fine continuing to accrue at **\$50.00 per day** until compliance is obtained.

CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA



Patricia A. Hughes  
Clerk to the Code Enforcement Special Magistrate

Enclosure: Affidavit of Non-Compliance

cc: Vicki Hathaway

**CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY, a Political  
Subdivision of the State of Florida,**

**CASE NO. 19-33-CESM**

Petitioner,

Vs.

**US BANK TRUST TR  
PARCEL I.D. # 01-21-29-5CK-250B-0020**

Respondent.  
\_\_\_\_\_ /

**AFFIDAVIT OF NON-COMPLIANCE**

BEFORE ME, the undersigned authority, personally appeared Vicki Hathaway, Building Inspector, for Seminole County, who, after being duly sworn, deposes and says:

1. That on March 14, 2019, the Special Magistrate held a public hearing and issued their Order in the above styled manner.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before May 9, 2019.
3. That the re-inspection on May 14, 2019, revealed that the corrective action ordered by the Special Magistrate, has not been taken.

**FURTHER AFFIANT SAYETH NOT**

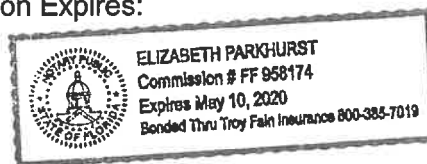
**DATED** this 14<sup>th</sup> day of May 2019.

Vicki Hathaway  
Vicki Hathaway, Building Inspector

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

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May 2019, by Vicki Hathaway, who is personally known to me and who did take an oath.

Elizabeth Parkhurst  
Notary Public in and for the County and  
State aforementioned  
My Commission Expires:



| FINE STARTS | DATE OF COMPLIANCE | DAYS OF NON-COMPLIANCE |  | DAILY RATE |
|-------------|--------------------|------------------------|--|------------|
| 5/10/2019   | 7/11/2019          | 63                     |  | \$50.00    |
|             |                    |                        |  |            |
| AMOUNT DUE: |                    |                        |  | \$3,150.00 |

**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: 01-21-29-5CK-250B-0020

**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: 19-33-CESM

SEMINOLE COUNTY,

Petitioner,

VS.

US BANK TRUST,

Respondents.

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Art

19-33-CESM FOF  
US BANK TRUST  
3701 REGENT BLVD STE 200  
IRVING TX 75063



9590 9402 4246 8121 3600 23

Article Number (Transfer from service label)

7017 1450 0000 7588 2546

US Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *[Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

4/4/18

D. Is delivery address different from item 1? ☒ Yes  
If YES, enter delivery address below:

☐ No

**3. Service Type**

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

**LIANCE**

Magistrate, after due and considered other use on the 14th day of the Special Magistrate and Order in this Order

and representative in ET, LONGWOOD, in s assigned Tax Parcel ninole County Property

Domestic Return Receipt



The following violation was found to exist on the subject property: construction occurring without obtaining the permit required by controlling law which is a violation of Chapter 40, Appendix "A," Section 105.1, *Seminole County Code*.

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

### **CONCLUSIONS OF LAW**

The Respondent is in violation of Chapter 40, Appendix "A," Section 105.1, *Seminole County Code*.

Section 553.73, *Florida Statutes*, mandates the use of the current version of the Florida Building Code and Subsection (6) states "[t]he initial adoption of, and any subsequent update or amendment to, the *Florida Building Code* by the commission is deemed adopted for use statewide without adoptions by local government".

### **ORDER**

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 shall correct the above-stated code violation on the above described property no later than midnight on May 9, 2019 by attaining all necessary permits for work performed on the subject property, in order to come into compliance with the violation of controlling law.

Upon attaining compliance, the Respondent shall notify Inspector Vicki Hathaway, Building Division, Development Services Department, Phone: 407-665-7315, Fax: 407-665-7407, Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771-1468, who shall perform an inspection or inspections and based upon the result of that inspection, file with the Code Enforcement Clerk an Affidavit of Compliance or Non-Compliance as the case may be.

In the event the Respondent does not comply with this Order, Respondent shall pay a fine in the amount of \$50.00 per day for each and every day any violation continues past the aforestated date ordered for compliance by the undersigned. An Affidavit of Compliance or Non-Compliance shall be filed with the Code Enforcement Clerk in such circumstance.

Should the Respondent fail to comply with the order within the specified time; a second hearing shall be held, on a date scheduled by the Code Enforcement Clerk. Said hearing will address compliance issues only and whether the Respondent has complied with the Order as addressed at the first hearing and this Order.

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.

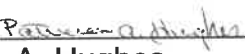
This Order may be appealed to the Circuit Court within thirty (30) days of its rendering.

The Respondent is ordered to contact Inspector Vicki Hathaway to verify future compliance with this Order that occurs past the date of required compliance and, in such event, an Affidavit of Compliance or Non-Compliance, as the case may be, shall be filed with the Code Enforcement Clerk.

**DONE AND ORDERED** this 25<sup>th</sup> day of March, 2019, nunc pro tunc to the 14th day of March, 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



**Certificate of Service**

**I HEREBY CERTIFY** that a true and accurate copy of the foregoing has been furnished to US BANK TRUST, 3701 Regent Blvd, STE 200, Irving, TX 75063, by first class mail delivery, on this 25<sup>th</sup> day of March, 2019.

  
\_\_\_\_\_  
Patricia A. Hughes  
Clerk to the Special Magistrate



DEVELOPMENT SERVICES DEPARTMENT  
CODE ENFORCEMENT



March 18, 2019

US BANK TRUST TR  
3701 REGENT BLVD, STE 200  
IRVING, TX 75063

Dear Property Owners:

CASE NO – 19-33-CESM  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020

Please be advised that the Code Enforcement Special Magistrate entered an Order of Violation and Non-Compliance, Findings of Fact, Conclusions of Law and Order in your case giving you until **May 9, 2019** to correct your violation. If you do not correct your violation by this date, a fine in the amount of **\$50.00 per day** will begin to accrue and will continue to accrue until compliance has been obtained.

In order to correct the violation, the following remedial action is required:

**Obtain the required permits.**

I am enclosing an unsigned copy of the Order. A signed, certified copy of this Order will be sent separately.

Please call **Inspector Vicki Hathaway at 407-665-7315** as soon as you have corrected this violation so that compliance can be verified.

CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA

*Patricia A. Hughes*

Patricia A. Hughes  
Clerk to the Special Magistrate

Enclosure: Order of Violation and Non-Compliance, Findings of Fact, Conclusions of Law and Order

cc: Inspector Vicki Hathaway

**19-33-CESM  
US BANK TRUST**



**01-21-29-5CK-250B-0020  
1781 CARLTON STREET**

**LONGWOOD**

**Seminole County, Florida**

**Violation Charged**

**SEMINOLE COUNTY CODE CHAPTER 40  
APPENDIX "A" SECTION 105.1**

**Description of violation:**

**CONSTRUCTION WITHOUT THE REQUIRED**

**PERMITS:**

**INSTALLATION OF A PRIVACY FENCE**

**Vicki Hathaway, Building Inspector**

# 19-33-CESM US BANK TRUST

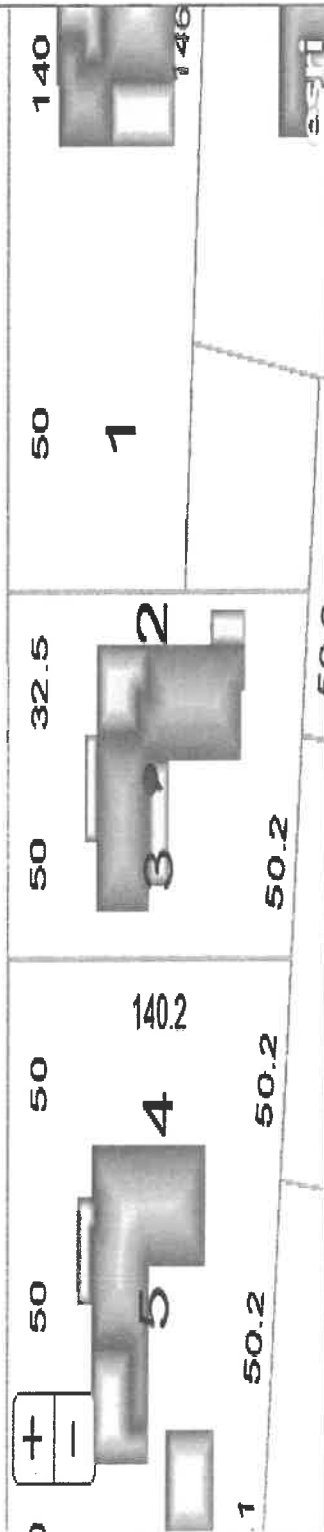


## Property Record

Parcel: 01-21-29-5CK-250B-0020  
Property Address: 1781 CARLTON ST LONGWOOD, FL

## Parcel Information

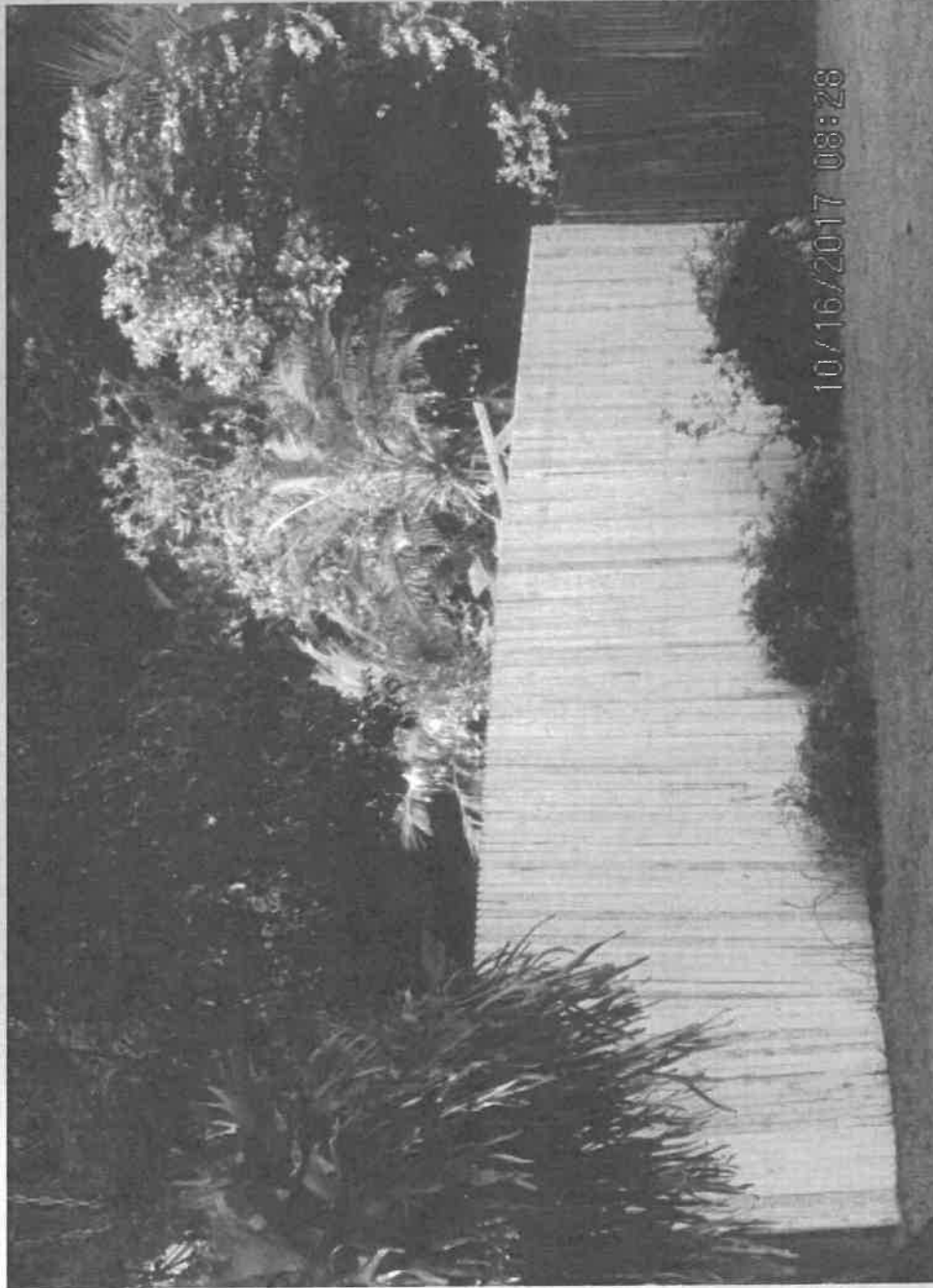
|                  |   |
|------------------|---|
| Parcel           | 01-21-29-5CK-250B-0020  |
| Owner(s)         | US BANK TRUST - Trustee   |
| Property Address | 1781 CARLTON ST LONGWOOD, FL 32750-6715   |
| Mailing          | C/O WRI PROPERTY MGMT LLC<br>3630 PEACHTREE RD NE STE 1500 ATLANTA, GA 30326-1543 |
| Subdivision Name | SANLANDO SPRINGS  |
| Tax District     | 01-COUNTY-TX DIST 1   |
| DOR Use Code     | 01-SINGLE FAMILY  |
| Exemptions       |   |



## Legal Description

W 32.5 FT OF LOT 2 & BEG 12.6  
FT WLY ON S LI LOT 2 OF SE COR  
LOT 2 RUN WLY 5 FT NLY 61 FT ELY  
5 FT SLY 61 FT TO BEG & ALL LOT 3  
BLK B TRACT 25  
SANLANDO SPRINGS  
PB 5 PG 45

**19-33-CESM  
US BANK TRUST**



10/16/2017 08:28

**TAKEN ON 10/16/17**



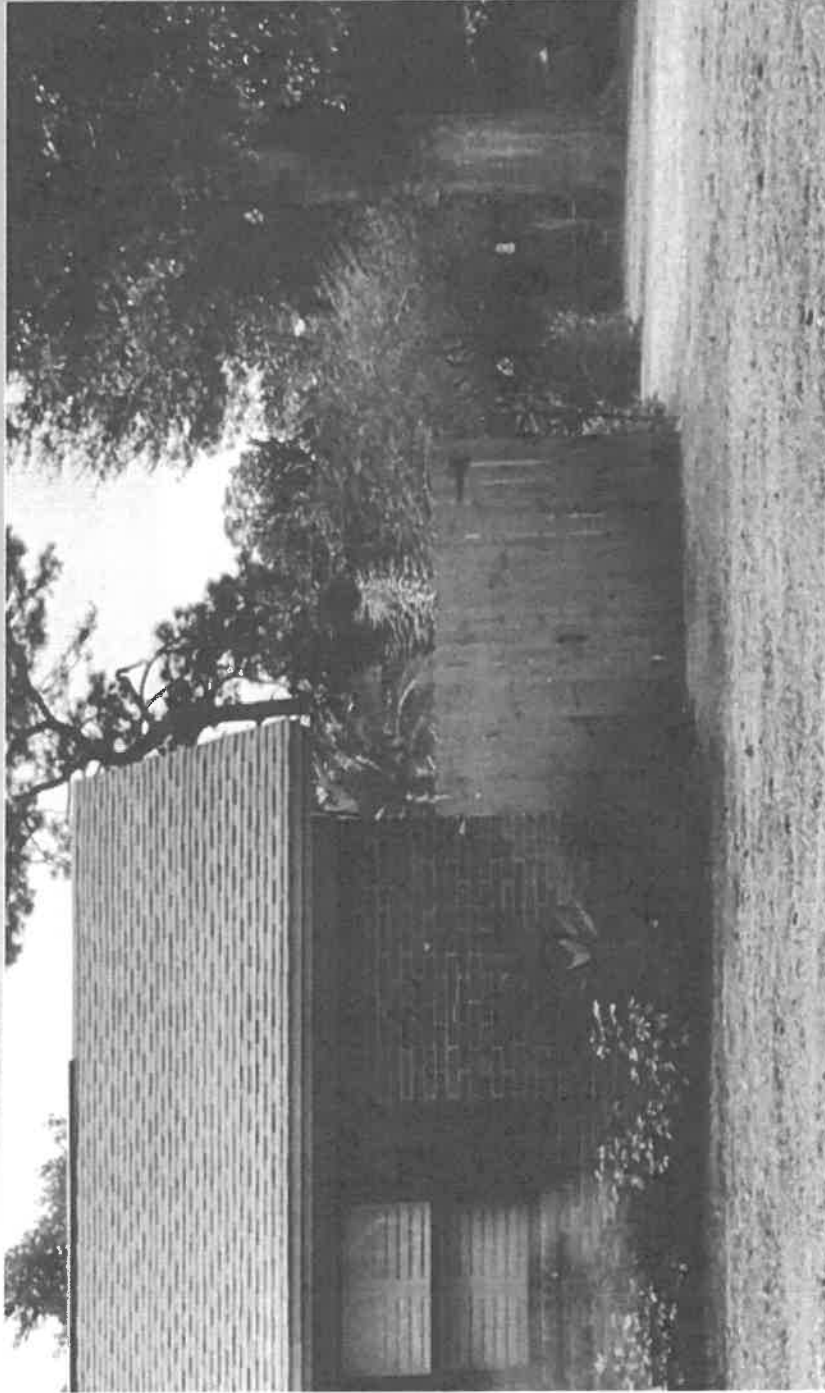
**19-33-CESM  
US BANK TRUST**



**TAKEN ON 08/03/18**



**19-33-CESM  
US BANK TRUST**



**TAKEN ON 01/15/19**

**19-33-CESM  
US BANK TRUST**



**TAKEN ON 01/15/19**

**19-33-CESM  
US BANK TRUST**



**TAKEN ON 03/13/19**

# 19-33-CESM US BANK TRUST

RETURN TO THE STATE OF FLORIDA,

vs.

US BANK TRUST TR  
PARCEL I.D. NO - 01-21-29-5CK-250B-0020

Respondents.

## AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, persons whose names are  
Hughes, for Planning and Development Division/Code Enforcement, who  
duly sworn, deposes and says:

I certify that on the 7<sup>th</sup> day of February, 2019, I mailed a true and  
the Statement of Violation, Specier Magistrate Hearing Letter and Notice  
First Class Mail, U.S. Postal Service and by Certified Mail to: US BANK  
C/O CALIBER HOME LOANS INC, 3701 RECENT BLVD, STE 200,  
75003.

### SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse.
- Attach this card to the back of the mail piece.
- Do not use this card for return mail.

19-33-CESM SCV & NEW JUDGE'S  
US BANK TRUST  
C/O CALIBER HOME LOANS INC  
3701 RECENT BLVD STE 200  
IRVING TX 75039



9500 3402 4505 0121 3693 00

2. Address Number (Printed) 3701 RECENT BLVD  
75039 3402 4505 0121 3693 00

PS Form 3877, JUN 2015 PSN 7530-02-000-9053

### RECEIVER AND ADDRESSEE COMPLETE THIS SECTION

A. Signature  
B. Print Name  
C. Print Address  
D. Print City, State, and ZIP+4<sup>®</sup>  
E. Print Return Address (if different from above)  
F. Print Delivery Point (if different from above)

G. Print Delivery Point (if different from above)

10X

H. Print Delivery Point (if different from above)

I. Print Delivery Point (if different from above)

J. Print Delivery Point (if different from above)

K. Print Delivery Point (if different from above)

L. Print Delivery Point (if different from above)

M. Print Delivery Point (if different from above)

N. Print Delivery Point (if different from above)

O. Print Delivery Point (if different from above)

P. Print Delivery Point (if different from above)

Q. Print Delivery Point (if different from above)

R. Print Delivery Point (if different from above)

S. Print Delivery Point (if different from above)

# 19-33-CESM US BANK TRUST

Global Location Inquiry - Building Permit Applications

Property address: 1781 CARLTON ST

Parcel ID: 01-21-29-5CK-250B-0020

| [    |          | Application |        | ]       |        | [    |  | Tenant |  | ] |  |
|------|----------|-------------|--------|---------|--------|------|--|--------|--|---|--|
| Year | Number   | Type        | Status | Date    | Number | Name |  |        |  |   |  |
| 18   | 00004154 | R100        | DN     | 3/06/18 | 00000  |      |  |        |  |   |  |
| 93   | 00000831 | A999        | CL     | 1/25/93 |        |      |  |        |  |   |  |

NO PERMITS ISSUED

# **19-33-CESM US BANK TRUST**

## **Case Summary**

|                                       |  |
|---------------------------------------|--|
| <b>Initial inspection:</b>            | <b>10/19/2017</b>  |
| <b>Notice to Respondent:</b>          | <b>01/15/2019</b>  |
| <b>Compliance Date and extension:</b> | <b>01/29/2019</b>  |
| <b>Follow up inspections:</b>         | <b>site visit 01/15/19, 03/13/19<br/>via computer 01/15/19, 03/14/19</b> |
| <b>Results of re-inspections:</b>     | <b>violation remains on property</b>                                     |



# **19-33-CESM US BANK TRUST**

## **S.C.C. Chapter 40 Appendix "A" PERMITS**

**105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.**

# **19-33-CESM US BANK TRUST**

## **RECOMMENDATION:**

Based on the testimony and evidence presented in case number **19-33-CESM**

it is determined that the Respondent is:

(a) the record owner of the property, located at

**1781 CARLTON STREET, LONGWOOD** in Seminole

County, as determined by the Property Appraiser's records;

(b) in possession or control of the property; and

(c) in violation of the **SEMINOLE COUNTY CODE CHAPTER**

**40 APPENDIX "A" SECTION 105.1**



# **19-33-CESM US BANK TRUST**

## **FURTHER RECOMMEND THAT THE SPECIAL MAGISTRATE:**

Order the Respondent correct the violation on or before:


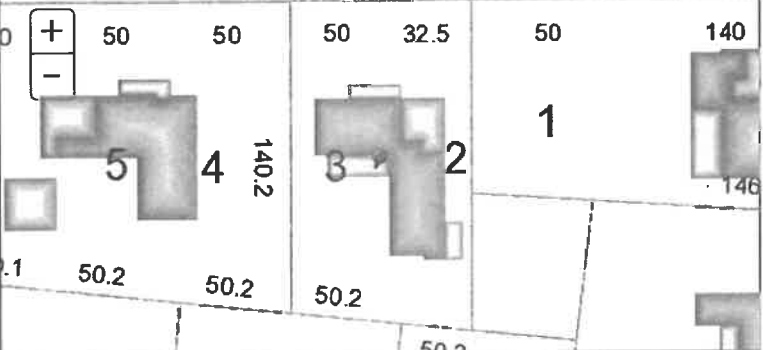
**MAY 9, 2019**

In order to correct the violation, the Respondent shall:

**Obtain the required permits for the cited violations.**

If the Respondent does not comply with the Order, a fine of **\$50.00** will be imposed for each day the violation continues, or is repeated after compliance.

**The Respondent must contact the Inspector to verify compliance.**

|   |   | <b>Property Record Card</b>  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
|--|---|--|--|--|---------------------|-----------------------|------------------|-------------|-------------|---------------------|---|---|------------------------|-----------|-----------|------------------------|---------|---------|---------------------|----------|----------|---------------|--|--|----------------------|-----------|-----------|-----------------|--|--|--------------------|-----|-----|-----------------|-----|-----|---------|-----|-----|----------------|-----------|-----------|
|  |   | Parcel: 01-21-29-5CK-250B-0020   |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
|  |   | Property Address: 1781 CARLTON ST LONGWOOD, FL 32750-6715  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| <b>Parcel Information</b>  |   |  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Parcel   | 01-21-29-5CK-250B-0020  |  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Owner(s)   | US BANK TRUST - Trustee   |  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Property Address   | 1781 CARLTON ST LONGWOOD, FL 32750-6715   |  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Mailing  | C/O WRI PROPERTY MGMT LLC<br>3630 PEACHTREE RD NE STE 1500 ATLANTA, GA 30326-1543 |  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Subdivision Name   | SANLANDO SPRINGS  |  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Tax District   | 01-COUNTY-TX DIST 1   |  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| DOR Use Code   | 01-SINGLE FAMILY  |  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Exemptions   |   |  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
|  |   | <b>Value Summary</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>2019 Working Values</th> <th>2018 Certified Values</th> </tr> </thead> <tbody> <tr> <td>Valuation Method</td> <td>Cost/Market</td> <td>Cost/Market</td> </tr> <tr> <td>Number of Buildings</td> <td>1</td> <td>1</td> </tr> <tr> <td>Depreciated Bldg Value</td> <td>\$202,411</td> <td>\$193,097</td> </tr> <tr> <td>Depreciated EXFT Value</td> <td>\$9,000</td> <td>\$8,400</td> </tr> <tr> <td>Land Value (Market)</td> <td>\$45,000</td> <td>\$45,000</td> </tr> <tr> <td>Land Value Ag</td> <td></td> <td></td> </tr> <tr> <td>Just/Market Value **</td> <td>\$256,411</td> <td>\$246,497</td> </tr> <tr> <td>Portability Adj</td> <td></td> <td></td> </tr> <tr> <td>Save Our Homes Adj</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>Amendment 1 Adj</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>P&amp;G Adj</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>Assessed Value</td> <td>\$256,411</td> <td>\$246,497</td> </tr> </tbody> </table> <div style="margin-top: 10px;"> <p>Tax Amount without SOH: \$3,529.00</p> <p>2018 Tax Bill Amount: \$3,529.00</p> <p>Tax Estimator</p> <p>Save Our Homes Savings: \$0.00</p> <p>* Does NOT INCLUDE Non Ad Valorem Assessments</p> </div> |  |  | 2019 Working Values | 2018 Certified Values | Valuation Method | Cost/Market | Cost/Market | Number of Buildings | 1 | 1 | Depreciated Bldg Value | \$202,411 | \$193,097 | Depreciated EXFT Value | \$9,000 | \$8,400 | Land Value (Market) | \$45,000 | \$45,000 | Land Value Ag |  |  | Just/Market Value ** | \$256,411 | \$246,497 | Portability Adj |  |  | Save Our Homes Adj | \$0 | \$0 | Amendment 1 Adj | \$0 | \$0 | P&G Adj | \$0 | \$0 | Assessed Value | \$256,411 | \$246,497 |
|  | 2019 Working Values   | 2018 Certified Values  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Valuation Method   | Cost/Market   | Cost/Market  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Number of Buildings  | 1   | 1  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Depreciated Bldg Value   | \$202,411   | \$193,097  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Depreciated EXFT Value   | \$9,000   | \$8,400  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Land Value (Market)  | \$45,000  | \$45,000   |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Land Value Ag  |   |  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Just/Market Value **   | \$256,411   | \$246,497  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Portability Adj  |   |  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Save Our Homes Adj   | \$0   | \$0  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Amendment 1 Adj  | \$0   | \$0  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| P&G Adj  | \$0   | \$0  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |
| Assessed Value   | \$256,411   | \$246,497  |  |  |                     |                       |                  |             |             |                     |   |   |                        |           |           |                        |         |         |                     |          |          |               |  |  |                      |           |           |                 |  |  |                    |     |     |                 |     |     |         |     |     |                |           |           |

**Legal Description**

W 32.5 FT OF LOT 2 & BEG 12.6  
 FT WLY ON S LI LOT 2 OF SE COR  
 LOT 2 RUN WLY 5 FT NLY 61 FT ELY  
 5 FT SLY 61 FT TO BEG & ALL LOT 3  
 BLK B TRACT 25  
 SANLANDO SPRINGS  
 PB 5 PG 45

**Taxes**

| Taxing Authority                   | Assessment Value | Exempt Values | Taxable Value |
|------------------------------------|------------------|---------------|---------------|
| County General Fund                | \$256,411        | \$0           | \$256,411     |
| Road District                      | \$256,411        | \$0           | \$256,411     |
| Fire                               | \$256,411        | \$0           | \$256,411     |
| Schools                            | \$256,411        | \$0           | \$256,411     |
| SJWM(Saint Johns Water Management) | \$256,411        | \$0           | \$256,411     |
| County Bonds                       | \$256,411        | \$0           | \$256,411     |

**Sales**

| Description          | Date      | Book  | Page | Amount    | Qualified | Vac/Imp  |
|----------------------|-----------|-------|------|-----------|-----------|----------|
| CERTIFICATE OF TITLE | 12/1/2017 | 09041 | 0312 | \$479,900 | No        | Improved |
| WARRANTY DEED        | 10/1/2005 | 05975 | 1825 | \$359,900 | No        | Improved |
| WARRANTY DEED        | 6/1/1984  | 01556 | 1482 | \$100     | No        | Vacant   |
| WARRANTY DEED        | 10/1/1979 | 01247 | 0708 | \$69,900  | Yes       | Improved |
| WARRANTY DEED        | 1/1/1973  | 00999 | 1763 | \$1,300   | No        | Vacant   |

**Find Comparable Sales****Land**

| Method | Frontage | Depth | Units | Units Price | Land Value |
|--------|----------|-------|-------|-------------|------------|
| LOT    |          |       | 1     | \$45,000.00 | \$45,000   |

**Building Information**Is Bed/Bath count incorrect? [Click Here.](#)

is Bed/Bath count incorrect? Click Here.

| #                             | Description      | Year Built<br>Actual/Effective | Fixtures | Bed | Bath | Base Area | Total SF | Living SF | Ext Wall            | Adj Value | Repl Value | Appendages  |             |      |                    |        |                           |        |                             |        |                               |        |
|-------------------------------|------------------|--------------------------------|----------|-----|------|-----------|----------|-----------|---------------------|-----------|------------|---|-------------|------|--------------------|--------|---------------------------|--------|-----------------------------|--------|-------------------------------|--------|
| 1                             | SINGLE<br>FAMILY | 1969/1979                      | 9        | 4   | 2.5  | 2,321     | 3,344    | 2,321     | CB/STUCCO<br>FINISH | \$202,411 | \$250,684  | <table><tr><th>Description</th><th>Area</th></tr><tr><td>GARAGE<br/>FINISHED</td><td>455.00</td></tr><tr><td>OPEN<br/>PORCH<br/>FINISHED</td><td>144.00</td></tr><tr><td>SCREEN<br/>PORCH<br/>FINISHED</td><td>144.00</td></tr><tr><td>SCREEN<br/>PORCH<br/>UNFINISHED</td><td>280.00</td></tr></table> | Description | Area | GARAGE<br>FINISHED | 455.00 | OPEN<br>PORCH<br>FINISHED | 144.00 | SCREEN<br>PORCH<br>FINISHED | 144.00 | SCREEN<br>PORCH<br>UNFINISHED | 280.00 |
| Description                   | Area             |                                |          |     |      |           |          |           |                     |           |            |   |             |      |                    |        |                           |        |                             |        |                               |        |
| GARAGE<br>FINISHED            | 455.00           |                                |          |     |      |           |          |           |                     |           |            |   |             |      |                    |        |                           |        |                             |        |                               |        |
| OPEN<br>PORCH<br>FINISHED     | 144.00           |                                |          |     |      |           |          |           |                     |           |            |   |             |      |                    |        |                           |        |                             |        |                               |        |
| SCREEN<br>PORCH<br>FINISHED   | 144.00           |                                |          |     |      |           |          |           |                     |           |            |   |             |      |                    |        |                           |        |                             |        |                               |        |
| SCREEN<br>PORCH<br>UNFINISHED | 280.00           |                                |          |     |      |           |          |           |                     |           |            |   |             |      |                    |        |                           |        |                             |        |                               |        |

**Permits**

| Permit # | Description | Agency | Amount   | CO Date | Permit Date |
|----------|-------------|--------|----------|---------|-------------|
| 04154    | REROOF      | COUNTY | \$14,585 |         | 3/12/2018   |
| 05053    | WOOD FENCE  | COUNTY | \$950    |         | 8/1/1995    |

Permit data does not originate from the Seminole County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

**Extra Features**

| Description  | Year Built | Units | Value   | New Cost |
|--------------|------------|-------|---------|----------|
| SOLAR HEATER | 10/1/2000  | 1     | \$0     |          |
| POOL 1       | 10/1/1988  | 1     | \$9,000 | \$15,000 |

**CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA**

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

**CASE NO. 19-33-CESM**

Petitioner,  
VS.


**US BANK TRUST TR  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020**

Respondents.  
\_\_\_\_\_ /

**AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Patricia A. Hughes, for Planning and Development Division/Code Enforcement, who, after being duly sworn, deposes and says:

I certify that on the 7<sup>th</sup> day of February, 2019, I mailed a true and correct copy of the Statement of Violation, Special Magistrate hearing Letter and Notice of Hearing by First Class Mail, U.S. Postal Service and by Certified Mail to: US BANK TRUST TR, C/O CALIBER HOME LOANS INC., 3701 REGENT BLVD, STE 200, IRVING, TX, 75063.

| SENDER: COMPLETE THIS SECTION  | COMPLETE THIS SECTION ON DELIVERY   |  |   |  |   |  |  |   |   |  |  |  |   |
|--|---|--|---|--|---|--|--|---|---|--|--|--|---|
| <ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul> <p>1. Article Number (transfer from service label)</p> <p>19-33-CESM SOV &amp; NOH 3/14/19<br/>US BANK TRUST<br/>C/O CALIBER HOME LOANS INC<br/>3701 REGENT BLVD STE 200<br/>IRVING TX 75063</p> <div style="text-align: center;"><br/>9590 9402 4246 8121 3633 90</div> | <p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><b>X</b> <i>[Signature]</i></p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery <u>2/7/19</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br/>If YES, enter delivery address below: _____</p> <p>3. Service Type</p> <table border="0" style="width: 100%;"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Return Receipt for Merchandise</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr></table> <p>4. Restricted Delivery <input type="checkbox"/> Domestic Return Receipt <input checked="" type="checkbox"/></p> | <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® | <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ | <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery | <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Return Receipt for Merchandise | <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation™ | <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Adult Signature   | <input type="checkbox"/> Priority Mail Express®   |  |   |  |   |  |  |   |   |  |  |  |   |
| <input type="checkbox"/> Adult Signature Restricted Delivery   | <input type="checkbox"/> Registered Mail™   |  |   |  |   |  |  |   |   |  |  |  |   |
| <input type="checkbox"/> Certified Mail®   | <input type="checkbox"/> Registered Mail Restricted Delivery  |  |   |  |   |  |  |   |   |  |  |  |   |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | <input type="checkbox"/> Return Receipt for Merchandise   |  |   |  |   |  |  |   |   |  |  |  |   |
| <input type="checkbox"/> Collect on Delivery   | <input type="checkbox"/> Signature Confirmation™  |  |   |  |   |  |  |   |   |  |  |  |   |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery   | <input type="checkbox"/> Signature Confirmation Restricted Delivery   |  |   |  |   |  |  |   |   |  |  |  |   |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Commission # GG 183242  
Expires February 6, 2022  
Bonded Thru Troy Fain Insurance 800-385-7019

**DEVELOPMENT SERVICES DEPARTMENT**

**CODE ENFORCEMENT**



February 7, 2019

US BANK TRUST TR  
C/O CALIBER HOME LOANS INC.  
3701 REGENT BLVD, STE 200  
IRVING, TX 75063

CASE NO – 19-33-CESM  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020

The Seminole County Code Enforcement Special Magistrate was created by Chapter 53 of the Seminole County Code as authorized by Chapter 162, Florida Statutes. The purpose of the Special Magistrate is to conduct hearings concerning codes and ordinances in force within Seminole County and to quickly and fairly reach decisions concerning alleged violations of these codes and ordinances.

Seminole County has requested that you be called before the Special Magistrate to determine whether you are in violation of its codes and ordinances as alleged in the enclosed Statement of Violation and Request for Hearing. A Notice of Hearing is also enclosed setting the time, date and place of the public hearing.

You may appear at the hearing in person or you may be represented by counsel to present your side of the case. You have the right to call witnesses on your behalf and will have an opportunity to cross-examine. If you do not appear, the Special Magistrate may proceed without you. Should the Special Magistrate determine that a violation exists, he has the power to issue orders to take whatever steps are necessary to bring a violation into compliance, including the power to fine you and create a lien on your property up to two hundred and fifty dollars (\$250.00) for each day the violation continues past the date set for compliance by the Special Magistrate's order. **If the violation is corrected and then recurs or if the violation is not corrected by the time specified by the Inspector, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.**

If you have any questions regarding your violation, please call **Inspector Vicki Hathaway at 407-665-7315**. If you have any questions regarding this hearing, please give me a call at the number listed below.

CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA

*Patricia A. Hughes*

Patricia A. Hughes  
Clerk to the Code Enforcement Office

Enclosures: Statement of Violation/Request for Hearing  
Notice of Hearing

cc: Vicki Hathaway

**CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA**

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

**CASE NO – 19-33-CESM**

Petitioner,

vs.

**US BANK TRUST TR  
PARCEL I.D. NO – 01-21-29-5CK-250B-0020**

**RE: 1781 CARLTON ST., LONGWOOD, FL 32750**

Respondents.

\_\_\_\_\_ /

**NOTICE OF HEARING**

**US BANK TRUST TR  
C/O CALIBER HOME LOANS INC.  
3701 REGENT BLVD, STE 200  
IRVING, TX 75063**

**NOTICE** is hereby given that the Code Enforcement Special Magistrate of Seminole County, Florida, intends to hold a public hearing at **1:30 p.m.**, or as soon thereafter as possible, at its regular meeting on **Thursday, March 14, 2019**, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named parties' property. Specifically:

**1. Construction without the required permits.**

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING AND DEVELOPMENT/CODE ENFORCEMENT OFFICE AT (407) 665-7403.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE EMPLOYEE RELATIONS DEPARTMENT ADA COORDINATOR 48 HOURS IN ADVANCE OF THE MEETING AT 665-7940.

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY 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 BASED, PER SECTION 285.0105.

**DATED** this 7<sup>th</sup> day of February, 2019.

Patricia A. Hughes  
Clerk to the Code Enforcement Office  
Seminole County, Florida

 \_\_\_\_\_

**CODE ENFORCEMENT SPECIAL MAGISTRATE  
SEMINOLE COUNTY, FLORIDA**

**CASE NO. - 1933- CESM**

**STATEMENT OF VIOLATION AND REQUEST FOR HEARING**

Pursuant to Florida State Chapter 162 and Chapter 53 Seminole County Code, the undersigned Vicki Hathaway hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Special Magistrate.

**VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER:**    **Seminole County Code  
Chapter 40, Appendix A,  
Section 105.1**

**LOCATION/ADDRESS WHERE VIOLATION EXISTS:**    **01-21-29-5CK-250B-0020  
(see attached legal description)  
1781 CARLTON STREET  
LONGWOOD FL 32750**

**COMMISSION DISTRICT:** 1

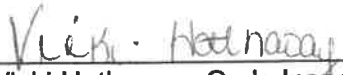
**NAME AND ADDRESS OF OWNER:**                            **US BANK TRUST  
C/O CALIBER HOME LOANS INC  
3701 REGENT BLVD, STE 200  
IRVING, TX, 75063**

**DESCRIPTION OF VIOLATION:**                            **Construction without the required permits.**

**DATE VIOLATION FIRST OBSERVED:**                    August 3, 2018  
**DATE 1st NOTICE OF VIOLATION:**                    August 3, 2018  
**DATE VIOLATION TO BE CORRECTED:**                   August 20, 2018  
**DATE OF REINSPECTION:**                                January 15, 2019  
**INSPECTION RESULTS:**                                    Unpermitted construction remains

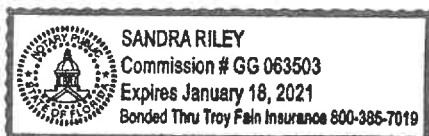
Based upon the foregoing, the undersigned Vicki Hathaway hereby certifies that the above described violation continue to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Special Magistrate for public hearing.

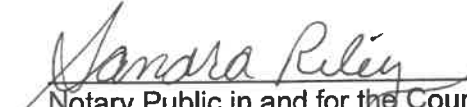
**DATED THIS 29th day of January, 2019**


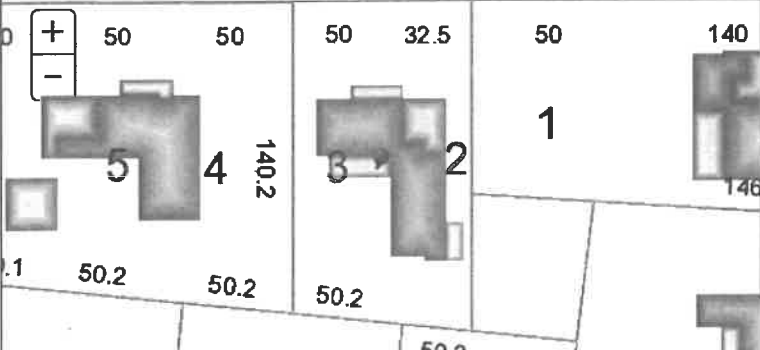
  
Vicki Hathaway, Code Inspector

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

The foregoing instrument was acknowledged before me this 29th day of January, 2019, by Vicki Hathaway, who is personally known to me.



  
Notary Public in and for the County  
and State Aforementioned  
My Commission expires:

|    |  | <b>Property Record Card</b>   |  |
|---|--|---|--|
|   |  | Parcel: 01-21-29-5CK-250B-0020<br>Property Address: 1781 CARLTON ST LONGWOOD, FL 32750-6715 |  |
| <b>Parcel Information</b>   |  |   |  |
| Parcel  | 01-21-29-5CK-250B-0020   |   |  |
| Owner(s)  | US BANK TRUST - Trustee  |   |  |
| Property Address  | 1781 CARLTON ST LONGWOOD, FL 32750-6715                                      |   |  |
| Mailing   | C/O CALIBER HOME LOANS INC<br>3701 REGENT BLVD STE 200 IRVING, TX 75063-2312 |   |  |
| Subdivision Name  | SANLANDO SPRINGS   |   |  |
| Tax District  | 01-COUNTY-TX DIST 1  |   |  |
| DOR Use Code  | 01-SINGLE FAMILY   |   |  |
| Exemptions  |  |   |  |
|    |  |   |  |
| <b>Value Summary</b>  |  |   |  |
|   | 2019 Working Values  | 2018 Certified Values   |  |
| Valuation Method  | Cost/Market  | Cost/Market   |  |
| Number of Buildings   | 1  | 1   |  |
| Depreciated Bldg Value  | \$202,411  | \$193,097   |  |
| Depreciated EXFT Value  | \$9,493  | \$8,400   |  |
| Land Value (Market)   | \$45,000   | \$45,000  |  |
| Land Value Ag   |  |   |  |
| Just/Market Value **  | \$256,904  | \$246,497   |  |
| Portability Adj   |  |   |  |
| Save Our Homes Adj  | \$0  | \$0   |  |
| Amendment 1 Adj   | \$0  | \$0   |  |
| P&G Adj   | \$0  | \$0   |  |
| Assessed Value  | \$256,904  | \$246,497   |  |
| Tax Amount without SOH: \$3,529.82<br>2018 Tax Bill Amount: \$3,529.82<br>Tax Estimator<br>Save Our Homes Savings: \$0.00 |  |   |  |
| * Does NOT INCLUDE Non Ad Valorem Assessments   |  |   |  |

**Legal Description**

W 32.5 FT OF LOT 2 & BEG 12.6  
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 LOT 2 RUN WLY 5 FT NLY 61 FT ELY  
 5 FT SLY 61 FT TO BEG & ALL LOT 3  
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 PB 5 PG 45

**Taxes**

| Taxing Authority                   | Assessment Value | Exempt Values | Taxable Value |
|------------------------------------|------------------|---------------|---------------|
| County General Fund                | \$256,904        | \$0           | \$256,904     |
| Road District                      | \$256,904        | \$0           | \$256,904     |
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| Schools                            | \$256,904        | \$0           | \$256,904     |
| SJWM(Saint Johns Water Management) | \$256,904        | \$0           | \$256,904     |
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**Sales**

| Description          | Date      | Book  | Page | Amount    | Qualified | Vac/Imp  |
|----------------------|-----------|-------|------|-----------|-----------|----------|
| CERTIFICATE OF TITLE | 12/1/2017 | 09041 | 0312 | \$479,900 | No        | Improved |
| WARRANTY DEED        | 10/1/2005 | 05975 | 1825 | \$359,900 | No        | Improved |
| WARRANTY DEED        | 6/1/1984  | 01556 | 1482 | \$100     | No        | Vacant   |
| WARRANTY DEED        | 10/1/1979 | 01247 | 0708 | \$69,900  | Yes       | Improved |
| WARRANTY DEED        | 1/1/1973  | 00999 | 1763 | \$1,300   | No        | Vacant   |

**Find Comparable Sales****Land**

| Method | Frontage | Depth | Units | Units Price | Land Value |
|--------|----------|-------|-------|-------------|------------|
| LOT    |          |       | 1     | \$45,000.00 | \$45,000   |



**Building Information**Is Bed/Bath count incorrect? [Click Here.](#)

| # | Description      | Year Built<br>Actual/Effective | Fixtures | Bed | Bath | Base Area | Total SF | Living SF | Ext Wall            | Adj Value | Repl Value | Appendages                    |        |
|---|------------------|--------------------------------|----------|-----|------|-----------|----------|-----------|---------------------|-----------|------------|-------------------------------|--------|
| 1 | SINGLE<br>FAMILY | 1969/1979                      | 9        | 4   | 2.5  | 2,321     | 3,344    | 2,321     | CB/STUCCO<br>FINISH | \$202,411 | \$250,664  | Description                   | Area   |
|   |                  |                                |          |     |      |           |          |           |                     |           |            | GARAGE<br>FINISHED            | 455.00 |
|   |                  |                                |          |     |      |           |          |           |                     |           |            | OPEN<br>PORCH<br>FINISHED     | 144.00 |
|   |                  |                                |          |     |      |           |          |           |                     |           |            | SCREEN<br>PORCH<br>FINISHED   | 144.00 |
|   |                  |                                |          |     |      |           |          |           |                     |           |            | SCREEN<br>PORCH<br>UNFINISHED | 280.00 |

**Permits**

| Permit # | Description | Agency | Amount   | CO Date | Permit Date |
|----------|-------------|--------|----------|---------|-------------|
| 04154    | REROOF      | COUNTY | \$14,585 |         | 3/12/2018   |
| 05053    | WOOD FENCE  | COUNTY | \$950    |         | 8/1/1995    |

Permit data does not originate from the Seminole County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

**Extra Features**

| Description  | Year Built | Units | Value   | New Cost |
|--------------|------------|-------|---------|----------|
| SOLAR HEATER | 10/1/2000  | 1     | \$493   | \$1,232  |
| POOL 1       | 10/1/1988  | 1     | \$9,000 | \$15,000 |

Property Information

Address: 1781 CARLTON ST  
 LONGWOOD, FL 327500000  
 Location ID: 6376  
 Parcel ID: 01-21-29-5CK-250B-0020  
 Subdivision Name: SANLANDO SPRINGS  
 Zoning: R1AA SINGLE-FAMILY DWELLING  
 Subdivision: SANLANDO SPRINGS

Case General Information

Case status: AC ACTIVE  
 Status date: 10/19/2017  
 Case type: UNPR UNPERMITTED CONSTRUCTION  
 Reported date: 10/19/2017  
 Origination: SO SHERIFF OFFICE  
 Default inspector: 162 Tom Helle, Inspector  
 Credit balance: .00

Owner Information

Owner name: US BANK TRUST  
 Address: C/O CALIBER HOME LOANS INC  
 3701 REGENT BLVD, STE 200  
 IRVING, TX 75063  
 City: 0  
 Phone: Y  
 Notice: N  
 Flip:

Violations

| Type                     | Status | Location | Quantity | Date Established | Date Resolved |
|--------------------------|--------|----------|----------|------------------|---------------|
| UNPERMITTED CONSTRUCTION | AC     |          | 1        | 10/19/2017       |               |

Case Data

Description Data

DATE VIOLATION FIRST OBS  
 FIRST NOTICE OF VIOLATIO  
 1ST VIOLATION CORRECTION  
 2ND NOTICE VIOLATION DAT  
 2ND VIOLATION CORRECTION  
 DATE OF REINSPECTION  
 INSPECTION RESULTS  
 DATE REQUEST FOR HEARING  
 DATE CODE ENFORCEMENT ME  
 DATE OF FINE  
 AMOUNT OF FINE

Active Inspections

| Type | Insp ID | Schedule Date |
|------|---------|---------------|
|------|---------|---------------|

No scheduled inspections exist

Type

Text

Date

Confirm no permits applied for  
 1/2 Process SOV for  
 March hearing

| Type                        | Text   | Date  |
|-----------------------------|--|---|
| (Continued)                 |  |   |
| Case narrative              | October 19, 2017 10:23:15 AM pdlp01.<br>FENCE CONSTRUCTED WITHOUT A PERMIT AS OBSERVED AND REPORTED<br>BY CODE ENFORCEMENT. (CEO- Dorothy Hird) 10/17/17<br>August 3, 2018 11:30:56 AM drph01.<br>New NOV sent 8/3/18 as ownership changed due to Cert of<br>Title issued. | 10/19/2017<br>10/19/2017<br>10/19/2017<br>8/03/2018<br>8/03/2018<br>8/03/2018 |
| Violation comments          |  |   |
| UNPERMITTED CONSTRUCTION    | FENCE CONSTRUCTED WITHOUT A PERMIT AS OBSERVED AND REPORTED<br>BY CODE ENFORCEMENT   | 10/19/2017<br>10/19/2017  |
| Inspection comments         |  |   |
| 001 - MISC NOTES            |  |   |
| Request status              |  |   |
| 002 - MISC NOTES            |  |   |
| Request status              | SENT NOV BY MAIL 10/19/17 / LIZ  | 10/19/2017  |
| 003 - MISC NOTES            |  |   |
| Request status              | The file is in the recite folder, located if the drawer in<br>front of the CESM files.   | 3/14/2018<br>3/14/2018  |
| 004 - MISC NOTES            |  |   |
| Request status              | INSPECTED PROPERTY 1/15/19 NO PERMIT ISSUED FOR FENCE AND<br>FENE IS STILL UP. THIS NEEDS TO MOVE FORWARD SINCE IT IS<br>FROM 2017. VH   | 1/15/2019<br>1/15/2019<br>1/15/2019   |
| Board meeting comments      | 1/15/19- SENT OUT A NEW NOV CITING THE UNPERMITTED FENCE,<br>WHICH WAS VERIFIED BY THE BUILDING INSPECTOR VICKI HATHAWAY.<br>SENDING NOV TODAY-CD  | 1/15/2019<br>1/15/2019<br>1/15/2019   |
| Other action comments       |  |   |
| Land Management information |  |   |
| Legal description           |  |   |
| Lien information            |  |   |

1/29/18 compliance date

Property Information

Address: 1781 CARLTON ST  
LONGWOOD, FL 327500000  
6376  
Location ID: 01-21-29-5CK-250B-0020  
Parcel ID: SANLANDO SPRINGS  
Subdivision Name: RIAA SINGLE-FAMILY DWELLING  
Zoning: SANLANDO SPRINGS  
Subdivision:

Case General Information

Case status: AC ACTIVE  
Status date: 10/19/2017  
Case type: UNPR UNPERMITTED CONSTRUCTION  
Reported date: 10/19/2017  
Origination: SO SHERIFF OFFICE  
Default inspector: 162 Tom Helle, Inspector  
Credit balance: .00

Owner Information

Owner name: US BANK TRUST  
Address: C/O CALIBER HOME LOANS INC  
3701 REGENT BLVD, STE 200  
IRVING, TX 75063  
City: 0  
Phone: Y  
Notice: N  
Flip:

Violations

| Type                     | Status | Location | Quantity | Date Established | Date Resolved |
|--------------------------|--------|----------|----------|------------------|---------------|
| UNPERMITTED CONSTRUCTION | AC     |          | 1        | 10/19/2017       |               |

Case Data

Description Data  
DATE VIOLATION FIRST OBS  
FIRST NOTICE OF VIOLATIO  
1ST VIOLATION CORRECTION  
2ND NOTICE VIOLATION DAT  
2ND VIOLATION CORRECTION  
DATE OF REINSPECTION  
INSPECTION RESULTS  
DATE REQUEST FOR HEARING  
DATE CODE ENFORCEMENT ME  
DATE OF FINE  
AMOUNT OF FINE

Active Inspections

| Type                           | Insp ID | Schedule Date |
|--------------------------------|---------|---------------|
| No scheduled inspections exist |         |               |

of no permits issued for parcel, time to get the ball rolling 2017 this was to spend. Drop 1/15/19 v4

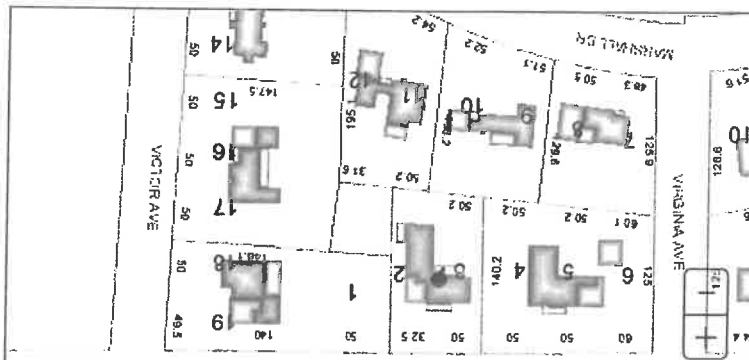


Parcel: 01-21-29-5CK-250B-0020  
Property Address: 1781 CARLTON ST LONGWOOD, FL 32750-6715

## Property Record Card

## Parcel Information

|                  |  |
|------------------|--|
| Parcel           | 01-21-29-5CK-250B-0020   |
| Owner(s)         | US BANK TRUST - Trustee  |
| Property Address | 1781 CARLTON ST LONGWOOD, FL 32750-6715                                      |
| Mailing          | C/O CALIBER HOME LOANS INC<br>3701 REGENT BLVD STE 200 IRVING, TX 75063-2312 |
| Subdivision Name | SANLANDO SPRINGS   |
| Tax District     | 01-COUNTY-TX DIST 1  |
| DOR Use Code     | 01-SINGLE FAMILY   |
| Exemptions       |  |



## Legal Description

W 32.5 FT OF LOT 2 & BEG 12.6  
FT WLY ON S LI LOT 2 OF SE COR  
LOT 2 RUN WLY 61 FT ELY  
5 FT SLY 61 FT TO BEG & ALL LOT 3  
BLK B TRACT 25  
SANLANDO SPRINGS  
PB 5 PG 45

## Taxes

| Taxing Authority                   | Assessment Value | Exempt Values | Taxable Value |
|------------------------------------|------------------|---------------|---------------|
| County General Fund                | \$256,904        |               | \$0           |
| Road District                      | \$256,904        |               | \$0           |
| Fire                               | \$256,904        |               | \$0           |
| Schools                            | \$256,904        |               | \$0           |
| SJWM(Saint Johns Water Management) | \$256,904        |               | \$0           |
| County Bonds                       | \$256,904        |               | \$0           |

## Sales

| Description          | Date      | Book  | Page | Amount    | Qualified | Vac/Imp  |
|----------------------|-----------|-------|------|-----------|-----------|----------|
| CERTIFICATE OF TITLE | 12/1/2017 | 09041 | 0312 | \$479,900 | No        | Improved |
| WARRANTY DEED        | 10/1/2005 | 05975 | 1825 | \$359,900 | No        | Improved |
| WARRANTY DEED        | 6/1/1984  | 01556 | 1482 | \$100     | No        | Vacant   |
| WARRANTY DEED        | 10/1/1979 | 01247 | 0708 | \$69,900  | Yes       | Improved |
| WARRANTY DEED        | 1/1/1973  | 00999 | 1763 | \$1,300   | No        | Vacant   |

## Find Comparable Sales

| Method | Frontage | Depth | Units | Units Price | Land Value  | LOT |
|--------|----------|-------|-------|-------------|-------------|-----|
|        |          |       |       |             | \$45,000.00 | 1   |
|        |          |       |       |             | \$45,000    |     |

## Value Summary

| Valuation Method       | 2019 Working Values | 2018 Certified Values |
|------------------------|---------------------|-----------------------|
| Cost/Market            |                     |                       |
| Number of Buildings    | 1                   | 1                     |
| Depreciated Bldg Value | \$202,411           | \$193,097             |
| Depreciated EXFT Value | \$9,493             | \$8,400               |
| Land Value (Market)    | \$45,000            | \$45,000              |
| Land Value Ag          |                     |                       |
| Just/Market Value **   | \$256,904           | \$246,497             |
| Portability Adj        |                     |                       |
| Save Our Homes Adj     | \$0                 | \$0                   |
| Amendment 1 Adj        | \$0                 | \$0                   |
| P&G Adj                | \$0                 | \$0                   |
| Assessed Value         | \$256,904           | \$246,497             |

Tax Amount without SOH: \$3,529.82  
2018 Tax Bill Amount: \$3,529.82  
Tax Estimator  
Save Our Homes Savings: \$0.00  
\* Does NOT INCLUDE Non Ad Valorem Assessments

Building Information

Is Bed/Bath count incorrect? Click Here.

| # | Description             | Year Built | Actual/Effective | Fixtures | Bed | Bath | Base Area | Total SF | Living SF | Ext Wall         | Adj Value | Repl Value | Appendages |
|---|-------------------------|------------|------------------|----------|-----|------|-----------|----------|-----------|------------------|-----------|------------|------------|
| 1 | SINGLE FAMILY           | 1969/1979  |                  | 9        | 4   | 2.5  | 2,321     | 3,344    | 2,321     | CB/STUCCO FINISH | \$202,411 | \$250,664  |            |
|   | GARAGE FINISHED         |            |                  |          |     |      |           |          |           |                  |           |            | 455.00     |
|   | OPEN PORCH FINISHED     |            |                  |          |     |      |           |          |           |                  |           |            | 144.00     |
|   | SCREEN PORCH FINISHED   |            |                  |          |     |      |           |          |           |                  |           |            | 144.00     |
|   | SCREEN PORCH FINISHED   |            |                  |          |     |      |           |          |           |                  |           |            | 144.00     |
|   | SCREEN PORCH UNFINISHED |            |                  |          |     |      |           |          |           |                  |           |            | 280.00     |

Permits

| Permit # | Description | Agency | Amount   | CO Date | Permit Date |
|----------|-------------|--------|----------|---------|-------------|
| 04154    | REROOF      | COUNTY | \$14,585 |         | 3/12/2018   |
| 05053    | WOOD FENCE  | COUNTY | \$950    |         | 8/1/1995    |

Permit data does not originate from the Seminole County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Extra Features

| Description  | Year Built | Units | Value   | New Cost |
|--------------|------------|-------|---------|----------|
| SOLAR HEATER | 10/1/2000  | 1     | \$493   | \$1,232  |
| POOL 1       | 10/1/1988  | 1     | \$9,000 | \$15,000 |

# NOTICE OF CODE VIOLATION

**LOCATION OF VIOLATION:** 1781 CARLTON ST, LONGWOOD FL 32750

IN ACCORDANCE WITH SEMINOLE COUNTY CODES YOU ARE HEREBY NOTIFIED THAT THE ABOVE DESCRIBED PROPERTY IS IN VIOLATION OF THE SEMINOLE COUNTY CODE CHAPTER FORTY APPENDIX "A", SECTION 105.1, PERMITS REQUIRED.

**DESCRIPTION OF VIOLATION:**

UNPERMITTED CONSTRUCTION OF A PRIVACY FENCE AS OBSERVED AND REPORTED BY  
THE BUILDING INSPECTOR

**CORRECTIVE ACTIONS:**

**\*\* OBTAIN REQUIRED PERMITS FOR ALL WORK THAT HAS BEEN DONE. \*\***

NOTE: Continuing to work on this project without a permit and inspections may result in additional cost and require removal of materials to expose concealed work for inspection

**THE ABOVE CORRECTIVE ACTIONS MUST BE TAKEN BY:** January 29, 2019

FAILURE TO CORRECT THE ABOVE VIOLATION WILL RESULT IN THE MATTER BEING SCHEDULED FOR A CODE ENFORCEMENT HEARING FOR RESOLUTION. THE CODE ENFORCEMENT PROCESS CAN RESULT IN FINES UP TO AND INCLUDING \$250.00 BEING LEVIED PER DAY FOR EVERY DAY THE VIOLATION(S) EXISTS.

☐ IF CHECKED, A LICENSE REVOCATION HEARING WILL BE SCHEDULED FOR APPLICABLE CONTRACTOR VIOLATIONS



**For further information contact:**

**Seminole County Building Division  
1101 East First Street, Room 1020  
Sanford, FL 32771-1468**

**Phone: (407) 665-7338**

**DATE:** 1/15/19

**CASE NO:** 17-235

**INSPECTOR:** PAUL WATSON

A black and white photograph showing a wooden fence made of horizontal planks. To the right of the fence is a dense thicket of bushes and trees. The image is oriented horizontally on the page.

10/16/2017 08:28









Property Information

Address: 1781 CARLTON ST  
LONGWOOD, FL 327500000  
Location ID: 6376  
Parcel ID: 01-21-29-5CK-250B-0020  
Subdivision Name: SANLANDO SPRINGS  
Zoning: R1AA SINGLE-FAMILY DWELLING  
Subdivision: SANLANDO SPRINGS

Case General Information

Case status: AC ACTIVE  
Status date: 10/19/2017  
Case type: UNPR UNPERMITTED CONSTRUCTION  
Reported date: 10/19/2017  
Origination: SO SHERIFF OFFICE  
Default inspector: 162 Tom Helle, Inspector  
Credit balance: .00

Owner Information

Owner name: US BANK TRUST  
Address: C/O CALIBER HOME LOANS INC  
3701 REGENT BLVD, STE 200  
IRVING, TX 75063  
City: 0  
Phone: Y  
Notice: N  
Flip: N

Violations

| Type                     | Status | Location | Quantity | Date<br>Established | Date<br>Resolved |
|--------------------------|--------|----------|----------|---------------------|------------------|
| UNPERMITTED CONSTRUCTION | AC     |          | 1        | 10/19/2017          |                  |

Case Data

Description Data  
-----  
DATE VIOLATION FIRST OBS  
FIRST NOTICE OF VIOLATIO  
1ST VIOLATION CORRECTION  
2ND NOTICE VIOLATION DAT  
2ND VIOLATION CORRECTION  
DATE OF REINSPECTION  
INSPECTION RESULTS  
DATE REQUEST FOR HEARING  
DATE CODE ENFORCEMENT ME  
DATE OF FINE  
AMOUNT OF FINE

Active Inspections

| Type                           | Insp<br>ID | Schedule<br>Date |
|--------------------------------|------------|------------------|
| No scheduled inspections exist |            |                  |

Type Text Date



| Type  | Text   | Date  |
|---|--|---|
| Case narrative  | (Continued)  |   |
| Violation comments<br>UNPERMITTED CONSTRUCTION  | October 19, 2017 10:23:15 AM pdlp01.<br>FENCE CONSTRUCTED WITHOUT A PERMIT AS OBSERVED AND REPORTED<br>BY CODE ENFORCEMENT. (CEO- Dorothy Hird) 10/17/17<br>August 3, 2018 11:30:56 AM drph01.<br>New NOV sent 8/3/18 as ownership changed due to Cert of<br>Title issued. | 10/19/2017<br>10/19/2017<br>10/19/2017<br>8/03/2018<br>8/03/2018<br>8/03/2018 |
| Inspection comments<br>001 - MISC NOTES<br>Request status   | FENCE CONSTRUCTED WITHOUT A PERMIT AS OBSERVED AND REPORTED<br>BY CODE ENFORCEMENT   | 10/19/2017<br>10/19/2017  |
| 002 - MISC NOTES<br>Request status  | SENT NOV BY MAIL 10/19/17 / LIZ  | 10/19/2017  |
| 03 - MISC NOTES<br>Request status   | The file is in the recite folder, located if the drawer in<br>front of the CESM files.   | 3/14/2018<br>3/14/2018  |
| 004 - MISC NOTES<br>Request status  | INSPECTED PROPERTY 1/15/19 NO PERMIT ISSUED FOR FENCE AND<br>FENE IS STILL UP. THIS NEEDS TO MOVE FORWARD SINCE IT IS<br>FROM 2017. VH   | 1/15/2019<br>1/15/2019<br>1/15/2019   |
| Board meeting comments<br>Other action comments<br>Land Management information<br>Legal description<br>Lien information | 1/15/19- SENT OUT A NEW NOV CITING THE UNPERMITTED FENCE,<br>WHICH WAS VERIFIED BY THE BUILDING INSPECTOR VICKI HATHAWAY.<br>SENDING NOV TODAY-CD  | 1/15/2019<br>1/15/2019<br>1/15/2019   |

# NOTICE OF CODE VIOLATION

**LOCATION OF VIOLATION:** 1781 CARLTON ST, LONGWOOD FL 32750-0000

IN ACCORDANCE WITH SEMINOLE COUNTY CODES YOU ARE HEREBY NOTIFIED THAT THE ABOVE DESCRIBED PROPERTY IS IN VIOLATION OF THE SEMINOLE COUNTY CODE CHAPTER FORTY APPENDIX "A", SECTION 105.1, PERMITS REQUIRED.

**DESCRIPTION OF VIOLATION:** FENCE CONSTRUCTED WITHOUT THE REQUIRED PERMITS.

**CORRECTIVE ACTIONS:**

**\*\* OBTAIN REQUIRED PERMITS FOR ALL WORK THAT HAS BEEN DONE. \*\***

NOTE: Continuing to work on this project without a permit and inspections may result in additional cost and require removal of materials to expose concealed work for inspection

**THE ABOVE CORRECTIVE ACTIONS MUST BE TAKEN BY:** August 20, 2018

FAILURE TO CORRECT THE ABOVE VIOLATION WILL RESULT IN THE MATTER BEING SCHEDULED FOR A CODE ENFORCEMENT HEARING FOR RESOLUTION. THE CODE ENFORCEMENT PROCESS CAN RESULT IN FINES UP TO AND INCLUDING \$250.00 BEING LEVIED PER DAY FOR EVERY DAY THE VIOLATION(S) EXISTS.

☐ IF CHECKED, A LICENSE REVOCATION HEARING WILL BE SCHEDULED FOR APPLICABLE CONTRACTOR VIOLATIONS



**For further information contact:**

**Seminole County Building Division  
1101 East First Street, Room 1020  
Sanford, FL 32771-1468**

**Phone: (407) 665-7338**

**DATE:** 8/3/18

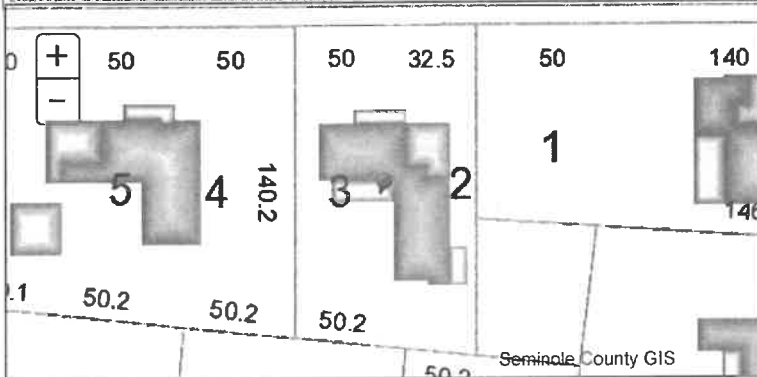
**CASE NO:** 17-235

**INSPECTOR:** PAUL WATSON

|   |   |  |
|---|---|--|
|  | <b>Property Record Card</b>   |  |
|   | Parcel: 01-21-29-5CK-250B-0020<br>Property Address: 1781 CARLTON ST LONGWOOD, FL 32750-6715 |  |

**Parcel Information**

|                  |  |
|------------------|--|
| Parcel           | 01-21-29-5CK-250B-0020   |
| Owner(s)         | US BANK TRUST - Trustee  |
| Property Address | 1781 CARLTON ST LONGWOOD, FL 32750-6715                                      |
| Mailing          | C/O CALIBER HOME LOANS INC<br>3701 REGENT BLVD STE 200 IRVING, TX 75063-2312 |
| Subdivision Name | SANLANDO SPRINGS   |
| Tax District     | 01-COUNTY-TX DIST 1  |
| DOR Use Code     | 01-SINGLE FAMILY   |
| Exemptions       |  |

**Value Summary**

|                        | 2018 Working Values | 2017 Certified Values |
|------------------------|---------------------|-----------------------|
| Valuation Method       | Cost/Market         | Cost/Market           |
| Number of Buildings    | 1                   | 1                     |
| Depreciated Bldg Value | \$193,097           | \$160,075             |
| Depreciated EXFT Value | \$8,400             | \$5,600               |
| Land Value (Market)    | \$45,000            | \$37,000              |
| Land Value Ag          |                     |                       |
| Just/Market Value **   | \$246,497           | \$202,675             |
| Portability Adj        |                     |                       |
| Save Our Homes Adj     | \$0                 | \$0                   |
| Amendment 1 Adj        | \$0                 | \$0                   |
| P&G Adj                | \$0                 | \$0                   |
| Assessed Value         | \$246,497           | \$202,675             |

Tax Amount without SOH: \$2,957.00

2017 Tax Bill Amount \$2,957.00

Tax Estimator

Save Our Homes Savings: \$0.00

\* Does NOT INCLUDE Non Ad Valorem Assessments

**Legal Description**

W 32.5 FT OF LOT 2 & BEG 12.6  
 FT WLY ON S LI LOT 2 OF SE COR  
 LOT 2 RUN WLY 5 FT NLY 61 FT ELY  
 5 FT SLY 61 FT TO BEG & ALL LOT 3  
 BLK B TRACT 25  
 SANLANDO SPRINGS  
 PB 5 PG 45

**Taxes**

| Taxing Authority                   | Assessment Value | Exempt Values | Taxable Value |
|------------------------------------|------------------|---------------|---------------|
| County General Fund                | \$246,497        | \$0           | \$246,497     |
| Road District                      | \$246,497        | \$0           | \$246,497     |
| Fire                               | \$246,497        | \$0           | \$246,497     |
| Schools                            | \$246,497        | \$0           | \$246,497     |
| SJWM(Saint Johns Water Management) | \$246,497        | \$0           | \$246,497     |
| County Bonds                       | \$246,497        | \$0           | \$246,497     |

**Sales**

| Description          | Date      | Book  | Page | Amount    | Qualified | Vac/Imp  |
|----------------------|-----------|-------|------|-----------|-----------|----------|
| CERTIFICATE OF TITLE | 12/1/2017 | 09041 | 0312 | \$479,900 | No        | Improved |
| WARRANTY DEED        | 10/1/2005 | 05975 | 1825 | \$359,900 | No        | Improved |
| WARRANTY DEED        | 6/1/1984  | 01556 | 1482 | \$100     | No        | Vacant   |
| WARRANTY DEED        | 10/1/1979 | 01247 | 0708 | \$69,900  | Yes       | Improved |
| WARRANTY DEED        | 1/1/1973  | 00999 | 1763 | \$1,300   | No        | Vacant   |

Find Comparable Sales

**Land**

| Method | Frontage | Depth | Units | Units Price | Land Value |
|--------|----------|-------|-------|-------------|------------|
| LOT    |          |       | 1     | \$45,000.00 | \$45,000   |

**Building Information**Is Bed/Bath count incorrect? [Click Here.](#)

| # | Description   | Year Built<br>Actual/Effective | Fixtures | Bed | Bath | Base Area | Total SF | Living SF | Ext Wall         | Adj Value | Repl Value | Appendages              |        |
|---|---------------|--------------------------------|----------|-----|------|-----------|----------|-----------|------------------|-----------|------------|-------------------------|--------|
| 1 | SINGLE FAMILY | 1969/1979                      | 9        | 4   | 2.5  | 2,321     | 3,344    | 2,321     | CB/STUCCO FINISH | \$193,097 | \$236,929  | Description             | Area   |
|   |               |                                |          |     |      |           |          |           |                  |           |            | GARAGE FINISHED         | 455.00 |
|   |               |                                |          |     |      |           |          |           |                  |           |            | OPEN PORCH FINISHED     | 144.00 |
|   |               |                                |          |     |      |           |          |           |                  |           |            | SCREEN PORCH FINISHED   | 144.00 |
|   |               |                                |          |     |      |           |          |           |                  |           |            | SCREEN PORCH UNFINISHED | 280.00 |

**Permits**

| Permit # | Description | Agency | Amount   | CO Date | Permit Date |
|----------|-------------|--------|----------|---------|-------------|
| 04154    | REROOF      | COUNTY | \$14,585 |         | 3/12/2018   |
| 05053    | WOOD FENCE  | COUNTY | \$950    |         | 8/1/1995    |

Permit data does not originate from the Seminole County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

**Extra Features**

| Description  | Year Built | Units | Value   | New Cost |
|--------------|------------|-------|---------|----------|
| SOLAR HEATER | 10/1/2000  | 1     | \$0     |          |
| POOL 1       | 10/1/1988  | 1     | \$8,400 | \$14,000 |



Property Information

Address: 1781 CARLTON ST  
LONGWOOD, FL 327500000  
Location ID: 6376  
Parcel ID: 01-21-29-5CK-250B-0020  
Subdivision Name: SANLANDO SPRINGS  
Zoning: R1AA SINGLE-FAMILY DWELLING  
Subdivision: SANLANDO SPRINGS

Case General Information

Case status: AC ACTIVE  
Status date: 10/19/2017  
Case type: UNPR UNPERMITTED CONSTRUCTION  
Reported date: 10/19/2017  
Origination: SO SHERIFF OFFICE  
Default inspector: 162 Tom Helle, Inspector  
Credit balance: .00

Owner Information

Owner name: DAVIS, SHARON K  
Address: ALAN FLOOD  
P O BOX 466  
SEVIERVILLE, TN 37861  
City: 0  
Phone: Y  
Notice: Y  
Flip: Y

Violations

| Type                     | Status | Location | Quantity | Date Established | Date Resolved |
|--------------------------|--------|----------|----------|------------------|---------------|
| UNPERMITTED CONSTRUCTION | AC     |          | 1        | 10/19/2017       |               |

Case Data

Description Data  
DATE VIOLATION FIRST OBS  
FIRST NOTICE OF VIOLATIO  
1ST VIOLATION CORRECTION  
2ND NOTICE VIOLATION DAT  
2ND VIOLATION CORRECTION  
DATE OF REINSPECTION  
INSPECTION RESULTS  
ATE REQUEST FOR HEARING  
ATE CODE ENFORCEMENT ME  
DATE OF FINE  
AMOUNT OF FINE

Active Inspections

| Type                           | Insp ID | Schedule Date |
|--------------------------------|---------|---------------|
| No scheduled inspections exist |         |               |

Type Text

Date

on

| Type  | Text  | Date                                   |
|---|---|--|
| Case narrative  | (continued)   |  |
| Violation comments  | October 19, 2017 10:23:15 AM pdlp01.<br>FENCE CONSTRUCTED WITHOUT A PERMIT AS OBSERVED AND REPORTED<br>BY CODE ENFORCEMENT. (CEO- Dorothy Hird) 10/17/17                              | 10/19/2017<br>10/19/2017<br>10/19/2017 |
| UNPERMITTED CONSTRUCTION  | FENCE CONSTRUCTED WITHOUT A PERMIT AS OBSERVED AND REPORTED<br>BY CODE ENFORCEMENT  | 10/19/2017<br>10/19/2017               |
| Inspection comments<br>001 - MISC NOTES<br>Request status   | SENT NOV BY MAIL 10/19/17 / LIZ   | 10/19/2017                             |
| Board meeting comments<br>Other action comments<br>Land Management Information<br>Legal description | LEG W 32.5 FT OF LOT 2 & BEG<br>12.6 FT WLY ON S LI LOT 2 OF<br>SE COR LOT 2 RUN WLY 5 FT<br>NLY 61 FT ELY 5 FT SLY 61<br>FT TO BEG & ALL LOT 3 BLK B<br>TRACT 25<br>SANLANDO SPRINGS |  |
| Lien information  |   |  |

# NOTICE OF CODE VIOLATION

**LOCATION OF VIOLATION:** 1781 CARLTON STREET, LONGWOOD, FL 32750

IN ACCORDANCE WITH SEMINOLE COUNTY CODES YOU ARE HEREBY NOTIFIED THAT THE ABOVE DESCRIBED PROPERTY IS IN VIOLATION OF THE SEMINOLE COUNTY CODE CHAPTER FORTY APPENDIX "A", SECTION 105.1, PERMITS REQUIRED.

**DESCRIPTION OF VIOLATION:**

FENCE CONSTRUCTED WITHOUT A PERMIT AS OBSERVED  
AND REPORTED BY CODE ENFORCEMENT

**CORRECTIVE ACTIONS:**

**\*\* OBTAIN REQUIRED PERMITS FOR ALL WORK THAT HAS BEEN DONE. \*\***

NOTE: Continuing to work on this project without a permit and inspections may result in additional cost and require removal of materials to expose concealed work for inspection

**THE ABOVE CORRECTIVE ACTIONS MUST BE TAKEN BY:** November 2, 2017

FAILURE TO CORRECT THE ABOVE VIOLATION WILL RESULT IN THE MATTER BEING SCHEDULED FOR A CODE ENFORCEMENT HEARING FOR RESOLUTION. THE CODE ENFORCEMENT PROCESS CAN RESULT IN FINES UP TO AND INCLUDING \$250.00 BEING LEVIED PER DAY FOR EVERY DAY THE VIOLATION(S) EXISTS.

☐ IF CHECKED, A LICENSE REVOCATION HEARING WILL BE SCHEDULED FOR APPLICABLE CONTRACTOR VIOLATIONS



**For further information contact:**

**Seminole County Building Division  
1101 East First Street, Room 1020  
Sanford, FL 32771-1468**

**PHONE: (407) 665-7050**

**DATE:** 10/19/17

**CASE NO:** 17-235

**INSPECTOR:** TOM HELLI

A black and white photograph showing a wooden fence made of horizontal planks. The fence is partially obscured by dense, dark foliage on the right side. The image is oriented horizontally, but the text and page number are rotated 90 degrees clockwise.

10/16/2017 08:28



Is Bed/Bath count incorrect? Click Here.

Is Bed/Bath Count Incorrect? [Click Here.](#)

| #                             | Description      | Year Built<br>Actual/Effective | Fixtures | Bed | Bath | Base Area | Total SF | Living SF | Ext Wall            | Adj Value | Repl Value | Appendages   |             |      |                           |        |                    |        |                             |        |                               |        |
|-------------------------------|------------------|--------------------------------|----------|-----|------|-----------|----------|-----------|---------------------|-----------|------------|--|-------------|------|---------------------------|--------|--------------------|--------|-----------------------------|--------|-------------------------------|--------|
| 1                             | SINGLE<br>FAMILY | 1969/1979                      | 9        | 4   | 2.5  | 2,321     | 3,344    | 2,321     | CB/STUCCO<br>FINISH | \$169,925 | \$208,497  | <table> <tr> <th>Description</th> <th>Area</th> </tr> <tr> <td>OPEN<br/>PORCH<br/>FINISHED</td> <td>144.00</td> </tr> <tr> <td>GARAGE<br/>FINISHED</td> <td>455.00</td> </tr> <tr> <td>SCREEN<br/>PORCH<br/>FINISHED</td> <td>144.00</td> </tr> <tr> <td>SCREEN<br/>PORCH<br/>UNFINISHED</td> <td>280.00</td> </tr> </table> | Description | Area | OPEN<br>PORCH<br>FINISHED | 144.00 | GARAGE<br>FINISHED | 455.00 | SCREEN<br>PORCH<br>FINISHED | 144.00 | SCREEN<br>PORCH<br>UNFINISHED | 280.00 |
| Description                   | Area             |                                |          |     |      |           |          |           |                     |           |            |  |             |      |                           |        |                    |        |                             |        |                               |        |
| OPEN<br>PORCH<br>FINISHED     | 144.00           |                                |          |     |      |           |          |           |                     |           |            |  |             |      |                           |        |                    |        |                             |        |                               |        |
| GARAGE<br>FINISHED            | 455.00           |                                |          |     |      |           |          |           |                     |           |            |  |             |      |                           |        |                    |        |                             |        |                               |        |
| SCREEN<br>PORCH<br>FINISHED   | 144.00           |                                |          |     |      |           |          |           |                     |           |            |  |             |      |                           |        |                    |        |                             |        |                               |        |
| SCREEN<br>PORCH<br>UNFINISHED | 280.00           |                                |          |     |      |           |          |           |                     |           |            |  |             |      |                           |        |                    |        |                             |        |                               |        |

**Permits**

| Permit # | Description | Agency | Amount | CO Date | Permit Date |
|----------|-------------|--------|--------|---------|-------------|
| 05053    | WOOD FENCE  | COUNTY | \$950  |         | 8/1/1995    |

**Extra Features**

| Description  | Year Built | Units | Value   | New Cost |
|--------------|------------|-------|---------|----------|
| SOLAR HEATER | 10/1/2000  | 1     | \$0     |          |
| POOL 1       | 10/1/1988  | 1     | \$5,600 | \$14,000 |

## Parkhurst, Liz

---

**From:** Hird, Dorothy <d hird@seminolesheriff.org>  
**Sent:** Tuesday, October 17, 2017 6:05 AM  
**To:** Parkhurst, Liz  
**Subject:** New fences  
**Attachments:** 1781 Carlton 1016.JPG; 899 Alberta 1016 (1).JPG

*1781 carlton - new fence*

*899 Alberta - new fence*

### **Dorothy Hird**

Code Enforcement Officer

Code Enforcement Team

West Altamonte Community (WAC)

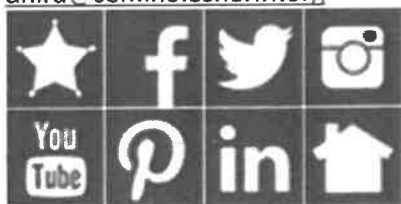
Public Affairs

AACE Secretary

Office: 407-665-1714

Fax: 407-665-1710

[d hird@seminolesheriff.org](mailto:d hird@seminolesheriff.org)



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This email and the contents thereof may be subject to public record requests per Florida State Statutes

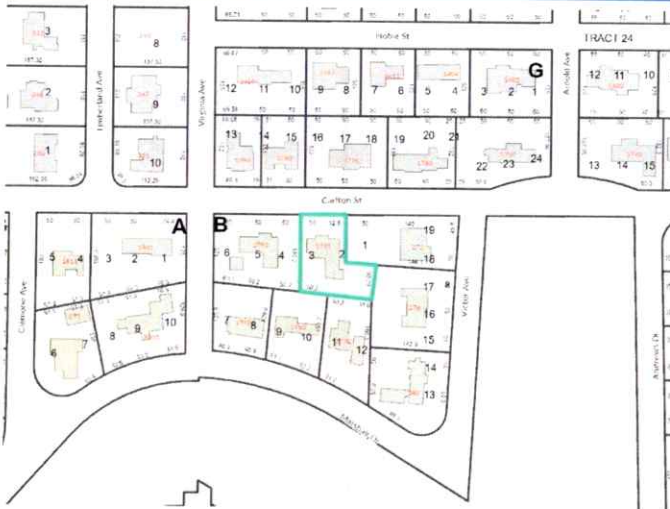


# Property Record Card



**Parcel:** 01-21-29-5CK-250B-0020  
**Property Address:** 1781 CARLTON ST LONGWOOD, FL 32750  
**Owners:** US BANK TRUST TR; LSF9 MASTER PARTICIPATION TRUST  
 2024 Market Value \$425,552 Assessed Value \$418,432  
 2023 Tax Bill \$4,897.41 Tax Savings with Non-Hx Cap \$238.57  
 The 4 Bed/2.5 Bath Single Family property is 2,321 SF and a lot size of 0.35 Acres

## Parcel Location



## Site View



0121295CK250B0020 03/17/2022

## Parcel Information

|                   |   |
|-------------------|---|
| Parcel            | 01-21-29-5CK-250B-0020                                  |
| Property Address  | 1781 CARLTON ST<br>LONGWOOD, FL 32750                   |
| Mailing Address   | 2711 N HASKELL AVE<br>STE 2100<br>DALLAS, TX 75204-2911 |
| Subdivision       | SANLANDO SPRINGS  |
| Tax District      | 01:County Tax District                                  |
| DOR Use Code      | 01:Single Family  |
| Exemptions        | None  |
| AG Classification | No  |

## Value Summary

|   | 2024 Working Values | 2023 Certified Values |
|---|---------------------|-----------------------|
| Valuation Method                              | Cost/Market         | Cost/Market           |
| Number of Buildings                           | 1                   | 1                     |
| Depreciated Building Value                    | \$282,552           | \$274,932             |
| Depreciated Other Features                    | \$21,000            | \$21,000              |
| Land Value (Market)                           | \$122,000           | \$90,000              |
| Land Value Agriculture                        | \$0                 | \$0                   |
| Market Value                                  | \$425,552           | \$385,932             |
| Portability Adjustment                        | \$0                 | \$0                   |
| Save Our Homes Adjustment/Maximum Portability | \$0                 | \$0                   |
| P&G Adjustment                                | \$7,120             | \$30,085              |
| Non-Hx 10% Cap (AMD 1)                        | \$0                 | \$0                   |
| Assessed Value                                | \$418,432           | \$355,847             |

## 2023 Certified Tax Summary

|                             |            |
|-----------------------------|------------|
| Tax Amount w/o Exemptions   | \$5,135.98 |
| Tax Bill Amount             | \$4,897.41 |
| Tax Savings with Exemptions | \$238.57   |

Note: Does NOT INCLUDE Non Ad Valorem Assessments

## Owner(s)

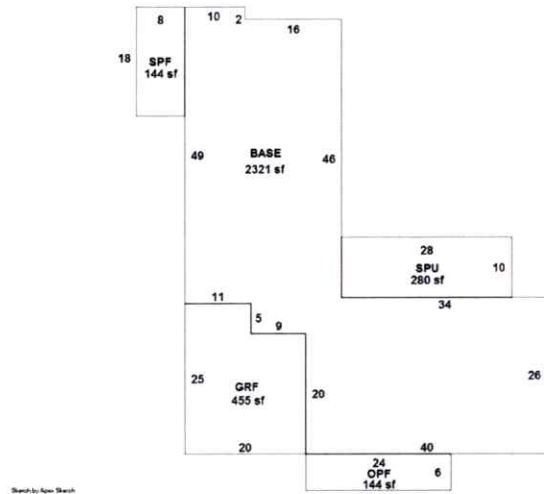
Name - Ownership Type

US BANK TRUST TR - Trustee  
LSF9 MASTER PARTICIPATION TRUST



| Building Information |                  |
|----------------------|------------------|
| #                    | 1                |
| Use                  | SINGLE FAMILY    |
| Year Built*          | 1969/1979        |
| Bed                  | 4                |
| Bath                 | 2.5              |
| Fixtures             | 9                |
| Base Area (ft²)      | 2321             |
| Total Area (ft²)     | 3344             |
| Constuction          | CB/STUCCO FINISH |
| Replacement Cost     | \$371,779        |
| Assessed             | \$282,552        |

\* Year Built = Actual / Effective



Building 1

## Appendages

| Description             | Area (ft²) |
|-------------------------|------------|
| GARAGE FINISHED         | 455        |
| OPEN PORCH FINISHED     | 144        |
| SCREEN PORCH FINISHED   | 144        |
| SCREEN PORCH UNFINISHED | 280        |

## Permits

| Permit # | Description   | Value    | CO Date | Permit Date |
|----------|---|----------|---------|-------------|
| 07293    | 1781 CARLTON ST: RES ALTERATIONS, NC CHANGE IN UNITS-Pool Safety Barrier [SANLANDO SPRINGS] | \$1,800  |         | 6/4/2024    |
| 07066    | 1781 CARLTON ST: MECHANICAL - RESIDENTIAL-SFR [SANLANDO SPRINGS]                            | \$7,100  |         | 5/16/2019   |
| 04154    | REROOF  | \$14,585 |         | 3/12/2018   |
| 05053    | WOOD FENCE  | \$950    |         | 8/1/1995    |

## Extra Features

| Description  | Year Built | Units | Cost     | Assessed |
|--------------|------------|-------|----------|----------|
| POOL 1       | 1988       | 1     | \$35,000 | \$21,000 |
| SOLAR HEATER | 2000       | 1     | \$0      | \$0      |

## **Recommendations for Request for Reduction of Liens**

### **Total Reduction**

|   |                 |
|---|-----------------|
| The Respondent claims a financial and/or medical hardship and documentation is provided to Staff or the Code Officer has personal knowledge of this.  | Total Reduction |
| The Respondent is elderly and/or was physically unable to bring the property into compliance and the violation was such that it was a hardship on the Respondent to comply. (For example - elderly Respondent, living alone – no relatives to help mow grass) | Total Reduction |
| Other special circumstances   | Total Reduction |

### **Reduction to Administrative costs:**

|   |  |
|---|--|
| There is a new owner or prospective owner who brought the property into compliance at their own expense.  | Reduce to total Administrative Costs of Code Officer and Clerk |
| The violator was a tenant and the property owners did everything possible to have the violator bring the property into compliance.  | Reduce to total Administrative Costs of Code Officer and Clerk |
| The Respondent was present at the Code Board hearings and made an attempt to comply.  | Reduce to total Administrative Costs of Code Officer and Clerk |
| The Respondent did not receive any notices – Code Enforcement Office file does not contain green cards signed by Respondent or someone on their behalf and all regular mail was returned as undeliverable. Code Enforcement Officer never had any contact with the Respondent – either in person or by telephone. | Reduce to total Administrative Costs of Code Officer and Clerk |

**50% to 90% reduction of total lien, plus administrative costs:**

|   | NUMBER OF DAYS / VIOLATIONS                                       |   |   |  |  |
|---|---|---|---|--|--|
|   | 0 to 25 days<br>of non-<br>compliance<br>or<br><u>1 violation</u> | 26 to 50<br>days of non-<br>compliance<br>or<br><u>2 violations</u> | 51 to 75 days<br>of non-<br>compliance<br>or<br><u>3 violations</u> | 76 to 100<br>days of non-<br>compliance<br>or<br><u>4 violations</u> | 101 to 364<br>days of non-<br>compliance or<br><u>more than 4</u><br><u>violations</u> |
|   | 90%   | 80%   | 70%   | 60%  | 50%  |
| The Respondent had knowledge of the violations – either by receiving correspondence or via telephone conversations with the Code Officer and made an attempt to correct the violations. |   |   |   |  |  |
| The Respondent was uncooperative with the Code Officer's requests for compliance for a period of less than a year.  |   |   |   |  |  |

**No Reduction of Lien Recommendation**

|   |  |
|---|--|
| The Respondent was uncooperative with the Code Officer's requests for compliance for a period of more than a year.    |  |
| Foreclosing Entity received notice of violation from inception of the case and obtained property through foreclosure. |  |

# Code Enforcement Lien Reduction Request 1781 Carlton Street, Longwood

Board of County Commissioners Meeting  
November 12, 2024

# 1781 Carlton Street, Longwood – Code Enforcement Lien Reduction Request

- Code Enforcement Violation: Construction without the required permits for a privacy fence.
- Request to reduce lien from \$86,500.00 to \$1,000.00.
- Current property owner brought the property into compliance after re-inspection on February 5, 2024, and is asking to have the accrued lien reduced due to internal miscommunication in their organization.

# Summary of Case History

- January 29, 2019 - Citation for Unpermitted construction without the required permits for a privacy fence.
- March 14, 2019 - Special Magistrate meeting
  - An Order of Violation and Non-Compliance was issued.
  - Property must comply by obtaining the proper permits by May 9, 2019.
- May 14, 2019 - A re-inspection yielded corrective action had not been taken.
- Affidavit of non-compliance filed on this day thus, a fine of \$50.00 per day would begin to accrue until the violation was remedied.

# Summary of Case History

- July 11, 2019 – Special Magistrate Hearing
  - Order finding Non-Compliance Imposing Fine/Lien issued.
  - Fine of \$3,150.00 continuing to accrue at \$50.00 per day until compliance is obtained.
- February 5, 2024 - The property owner remedied the violation by obtaining the required permits
  - Affidavit of Compliance was filed by the Inspector after re-inspection on this day.

# Requested Action:

Applicant requests the Board of County Commissioners approve a reduction of the Code Enforcement Board lien from the accumulated total of \$86,500.00 to the reduced amount of \$1,000.00, under Case #19-33-CESM, on the property located at 1781 Carlton Street, Longwood, FL 32750, Tax Parcel ID: 01-21-29-5CK-250B-0020, (US Bank Trust TR, LSF9 Master Participation Trust, Applicant), and authorize the County Manager to execute the Satisfaction and Release of Code Enforcement Lien.





# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

---

**File Number: 2024-1191**

---

**Title:**

**Lynx- Future Planning (Tim Jecks, Management and Budget Director, Kristian Swenson, Assistant County Manager, and James Boyle, Interim Chief Planning and Development Officer)**

# Seminole County Transit Services Update

November 12, 2024

# Agenda

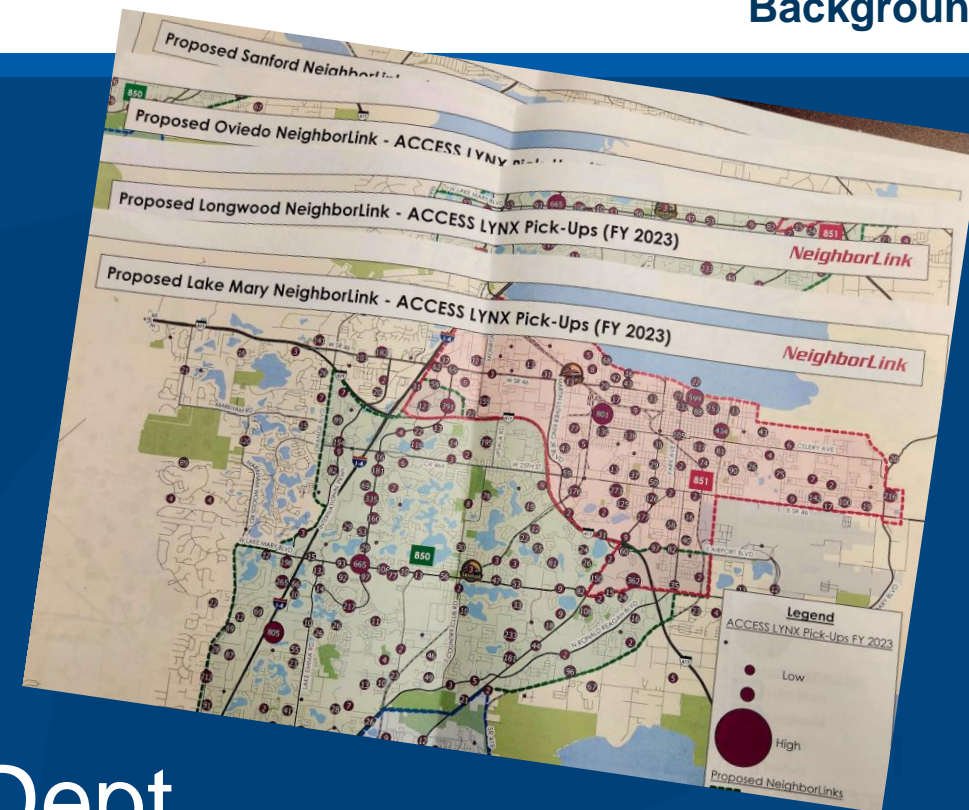
- Purpose
- Transit Options
- Current System Overview
- LYNX Proposed Restructuring
- Next Steps / Options
- Staff Recommendation

# Purpose

- Request from the Board at the June 18<sup>th</sup> Budget Worksession to review current transit model and look for more effective and cost-efficient options.

# Steps Taken By Staff

- Board Direction
- Meetings with Volusia County
- Meetings with LYNX Planning Dept
- Discussions with Private Micro-Transit Providers



# Option 1

## Maintain Status Quo

# Background

- **Regional Transit Partnership (LYNX)**
  - Joined around 1992
  - LYNX Board Makeup per Florida Statutes

*FS 343.63 There is created a body politic and corporate, an agency of the state, known as the Central Florida Regional Transportation Authority. The governing board shall consist of five voting members: (a) the chairs of the county commissions of Seminole, Orange, and Osceola Counties, or other designated member of the commission. (b) The mayor of Orlando, or a designated member of the City Council. (c) The Secretary of Transportation shall appoint the district secretary, or designee, who shall be a voting member.*

# Background

- **Funding Partner Shares**
  - Orange/Orlando (76%)
  - Osceola (12%)
  - Seminole (12%)

*\*Approximate percentages based upon FY25 Funding Model*



# LYNX

## Current Services in Seminole County

- 11 Fixed Route Bus Links
- 2 Neighborlink Zones
- ParaTransit / Transportation Disadvantaged Service



# LYNX Funding Partner Obligation

## *Cost History*

|                            | FY20      | FY21      | FY22      | FY23      | FY24      | FY25      |
|----------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| LYNX TOTAL BUDGET          | \$ 148.4M | \$ 157.5M | \$ 175.0M | \$ 177.3M | \$ 192.4M | \$ 208.1M |
| SYSTEM REVENUES            | \$ 77.0M  | \$ 62.8M  | \$ 59.6M  | \$ 65.7M  | \$ 67.5M  | \$ 77.8M  |
| FUNDING PARTNER OBLIGATION | \$ 71.4M  | \$ 94.7M  | \$ 115.4M | \$ 111.6M | \$ 124.9M | \$ 130.3M |

Budget Stabilization Subsidy began in FY21

Excludes SunRail Feeder Routes

# LYNX Funding Partner Obligation

## *FY25 Total System Cost*

**\$208M**      **FY25 Operating Budget**

- \$78M      Revenues
- \$130M      Funding Partner Obligation
- (\$24M)      Use of Partner Reserves (Budget Stabilization)
- **\$106M**      FY25 Net Partner Funding Agreements

# LYNX Funding Partner Obligation

## *FY25 Seminole County Cost*

- \$16M Operating Contribution
- (\$3M) Budget Stabilization Subsidy
- **\$13.1M** FY25 Net Operating Contribution
- \$0.4 Capital Contribution
- \$0.5 SunRail Feeder Routes
- **\$14M** FY25 Funding Agreement Amount

## Partner Funding

|   | FY2025       | FY2026       | FY2027      | FY2028      | FY2029      | FY2030      |
|---|--------------|--------------|-------------|-------------|-------------|-------------|
| <b>Scenario #3 with reserve FY25 Partner contribution total increasing by 15.5%</b> |              |              |             |             |             |             |
| Total Partner Contribution  | 106,250,401  | 122,719,213  | 141,740,691 | 152,149,601 | 161,373,013 | 169,776,344 |
| % Increase of Contribution  | 15.50%       | 15.50%       | 15.50%      | 7.34%       | 6.06%       | 5.21%       |
| Usage of Budget Stabilization   | (25,529,555) | (15,697,770) | (3,879,116) | 0           | 0           | -           |
| Stabilization "reserves held"   | 6,500,000    | 6,500,000    | 6,500,000   | 6,500,000   | 6,500,000   | 6,500,000   |
| Est. Ending Balance of Budget Stabilization Fund                                    | 19,583,178   | 3,885,408    | 6,293       | 6,293       | 6,293       | 6,293       |

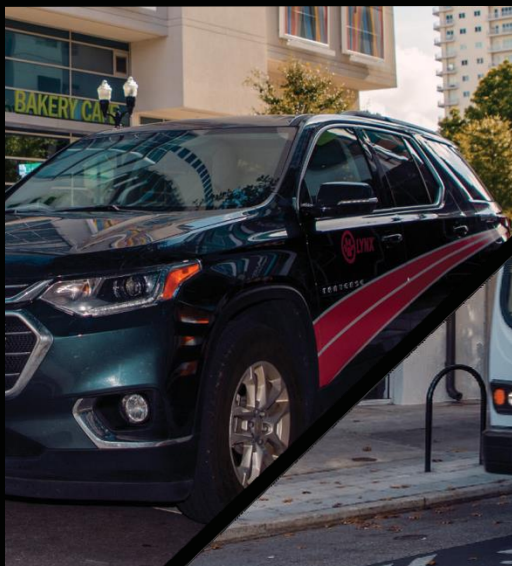
# Option 2

## LYNX Proposed Changes





# Seminole County Restructuring





# Agenda

- Project Goals
- Existing Seminole County LYNX Service
- Ridership Metrics
- Proposed Service Improvements
- Demographic Analysis
- Costs Metrics
- Neighborlink/On-Demand Options
- Next Steps
- Questions





# Goals

- Expand access to transit by providing appropriate service types to existing and new areas of coverage
- Restructure bus service to focus on areas of higher demand and major corridors
- Introduce new and expanded Neighborlink zones featuring true on-demand service
- Discontinue or restructure low performing bus routes
- Reduce the overall costs of delivering transit service in Seminole County



## Existing Service

- 11 fixed-routes providing service along several corridors in Seminole County
- 2 Neighborlink Zones (Sanford and Oviedo)
- FY 24 Fixed Route Average Weekday Ridership was 6,644
- FY 24 Seminole County annual ridership was 2.1 million



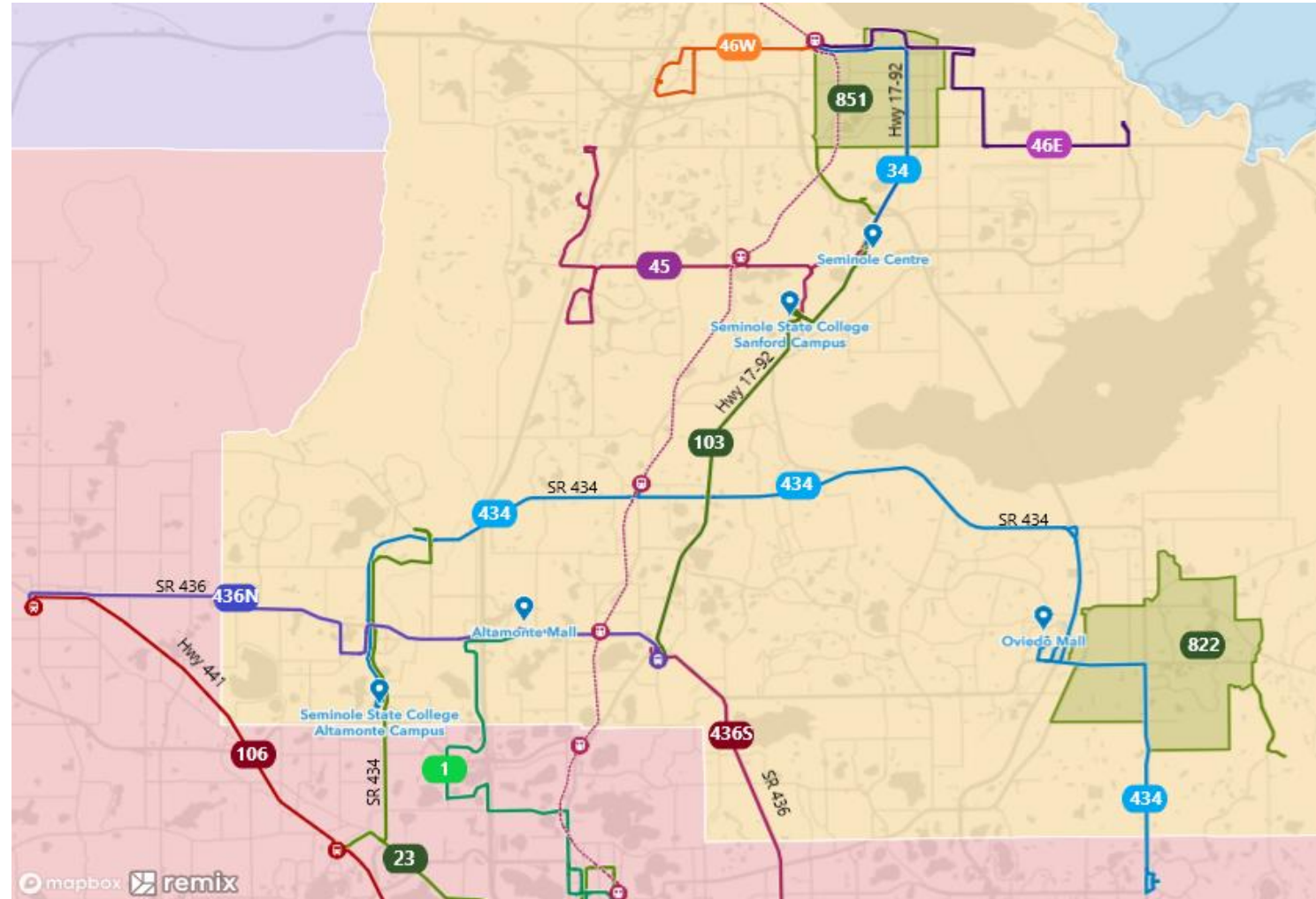
# Existing Service

## Fixed Route:

- Link 1 – Winter Park/Maitland/Altamonte Springs
- Link 23 – Winter Park/Rosemont/Springs Plaza
- Link 34 – North Hwy 17-92/Sanford
- Link 45 – Lake Mary
- Link 46E – East First St./Downtown Sanford
- Link 46W – West S.R. 46/Seminole Towne Center
- Link 103 – North Hwy 17-92/Seminole Centre
- Link 106 – North Hwy 441/Orange Blossom Trail
- Link 434 – S.R. 434
- Link 436N – S.R. 436/Fernwood/Apopka
- Link 436S – S.R. 436/Fernwood/Orlando Int'l Airport

## NeighborLink:

- NeighborLink 822 – Oviedo
- NeighborLink 851 – Sanford



# Existing Service

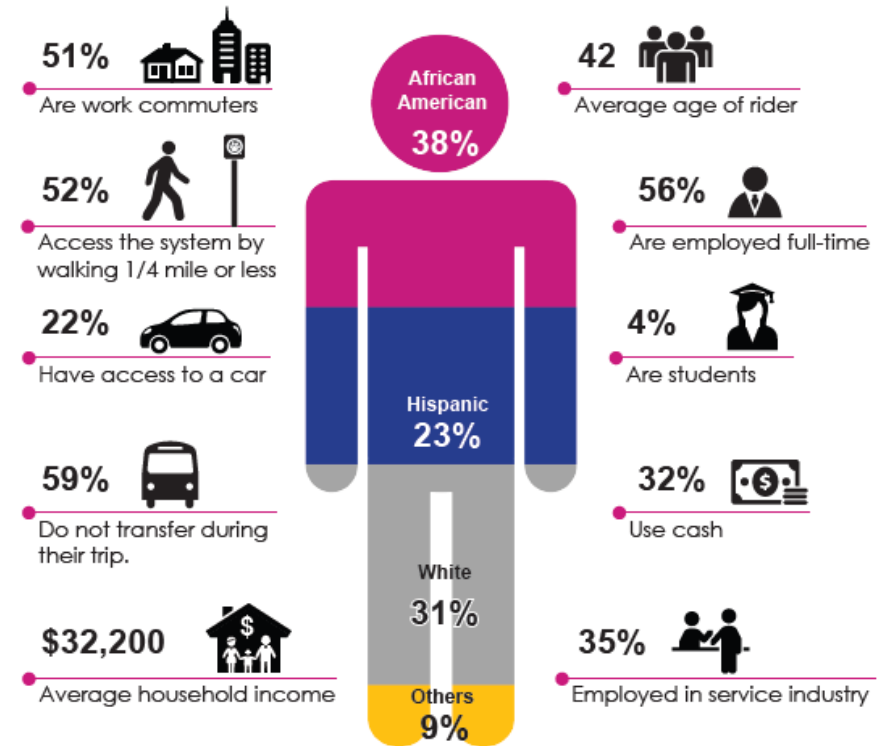
## LYNX Typical Rider Profile for Seminole County:

- Highly diverse ridership
- Over 50% of trips are for work
- 35% of riders are employed in the service industry
- Over 50% access LYNX by walking to a stop
- 56% of riders are employed full time
- Only 22% had access to a vehicle

## CENTRAL FLORIDA TRANSIT (LYNX AND SUNRAIL)

### 2023 ORIGIN AND DESTINATION SURVEY

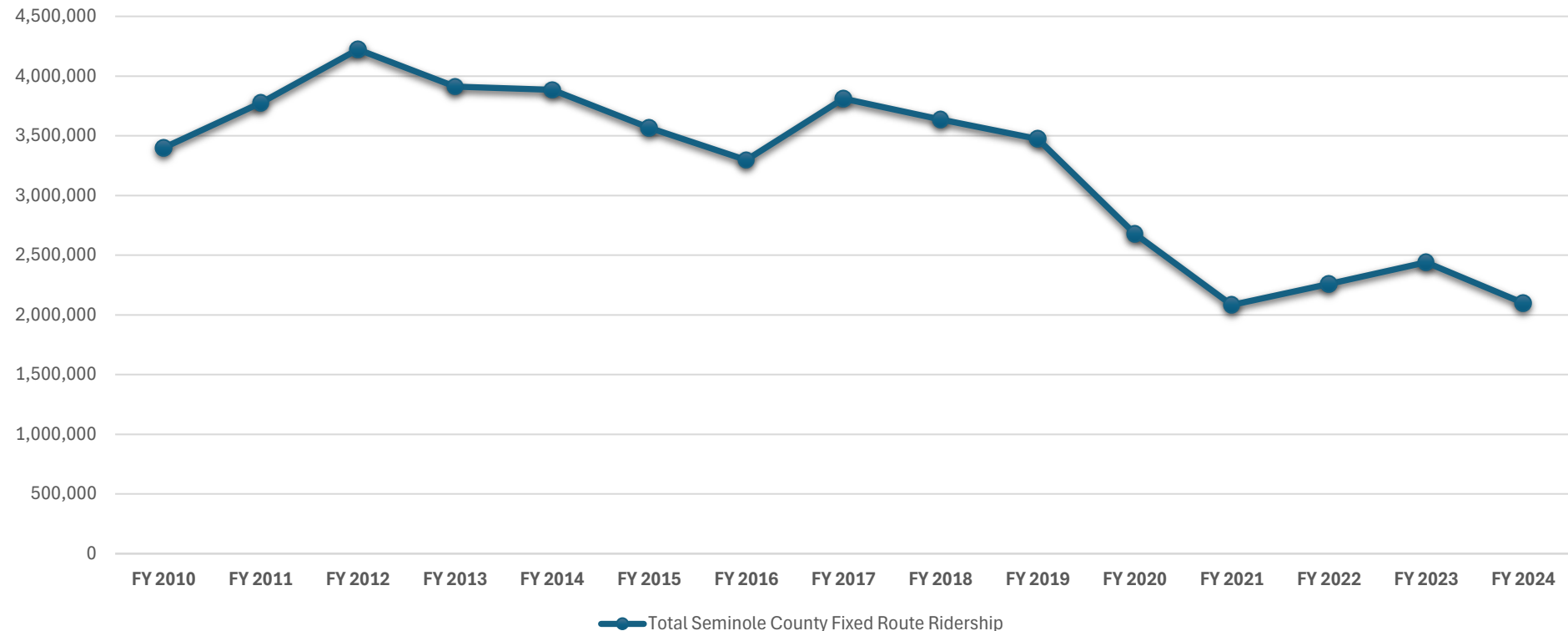
#### Travel Characteristics | Demographics Seminole County Residents



# Ridership Metrics

- Fixed Route Historical Annual Ridership has trended down since 2012.
- Ridership peaked in FY 2012 – 4.2 million trips in Seminole County
- Upward trend since 2020
- LYNX overall ridership has recovered to about 80% of 2019 ridership levels

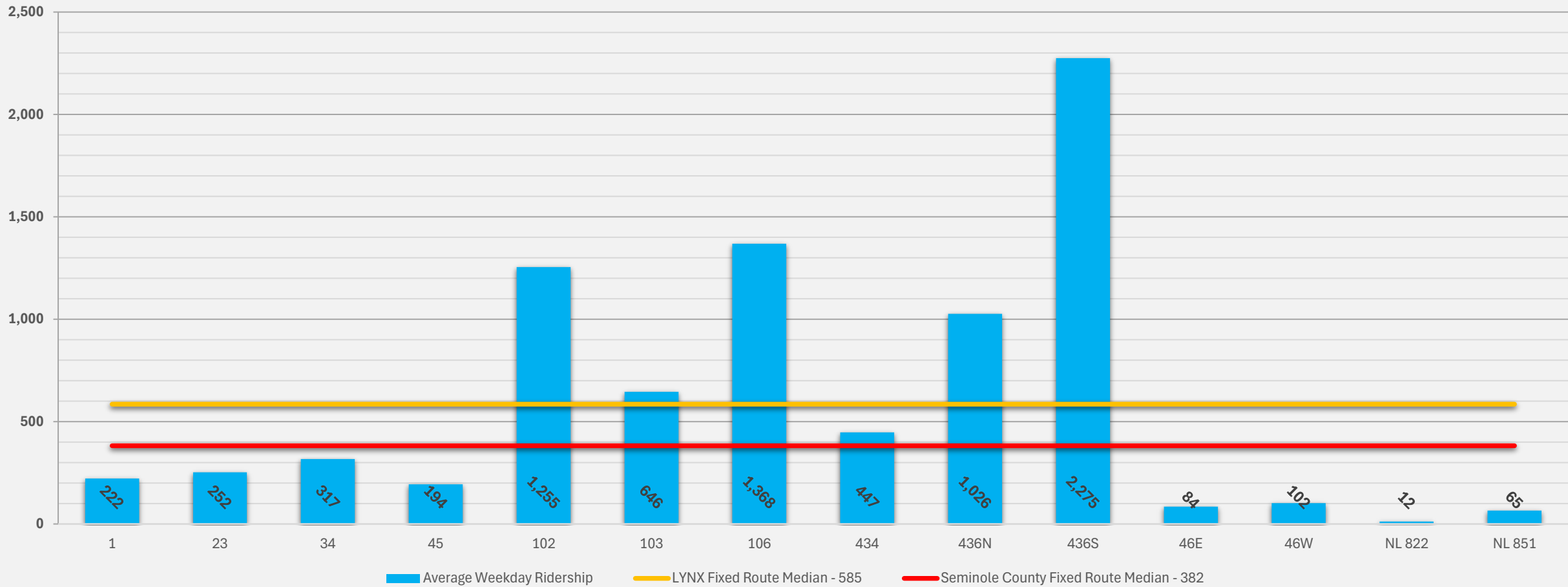
Ridership by Fiscal Year  
Seminole County Fixed Routes  
FY 2010 - FY 2024





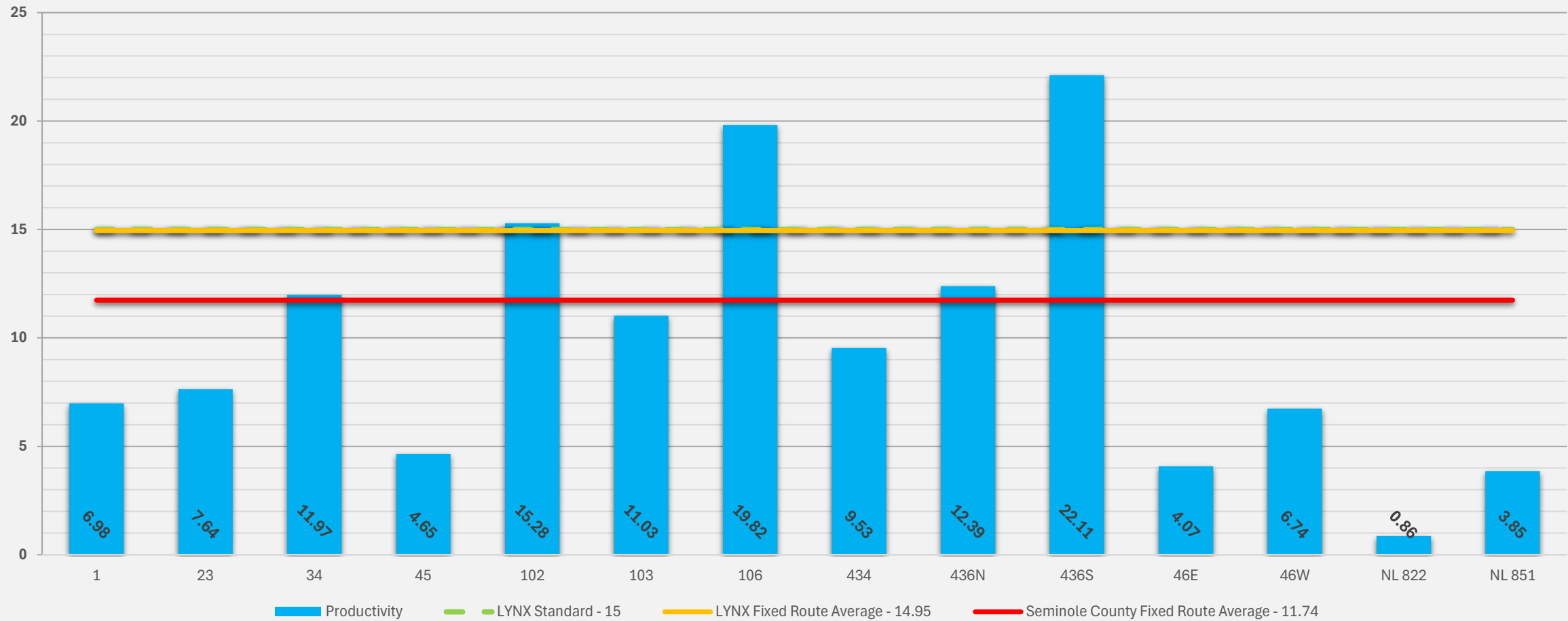
# Ridership Metrics

LYNX Average Weekday Ridership by Route - Seminole County  
Fiscal Year 2024  
October 2023 - September 2024



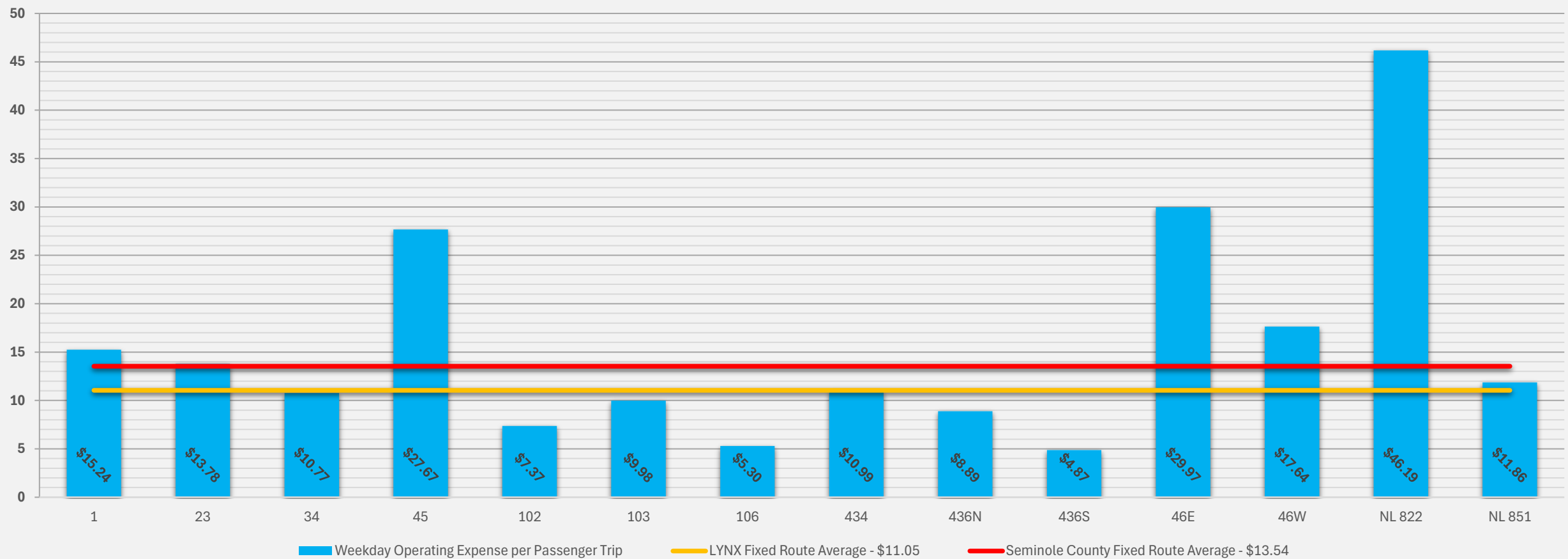
# Ridership Metrics

LYNX Productivity by Route - Seminole County  
Fiscal Year 2024  
October 2023 - September 2024



# Ridership Metrics

LYNX Average Weekday Operating Expense per Passenger Trip - Seminole County  
Fiscal Year 2024  
October 2023 - September 2024



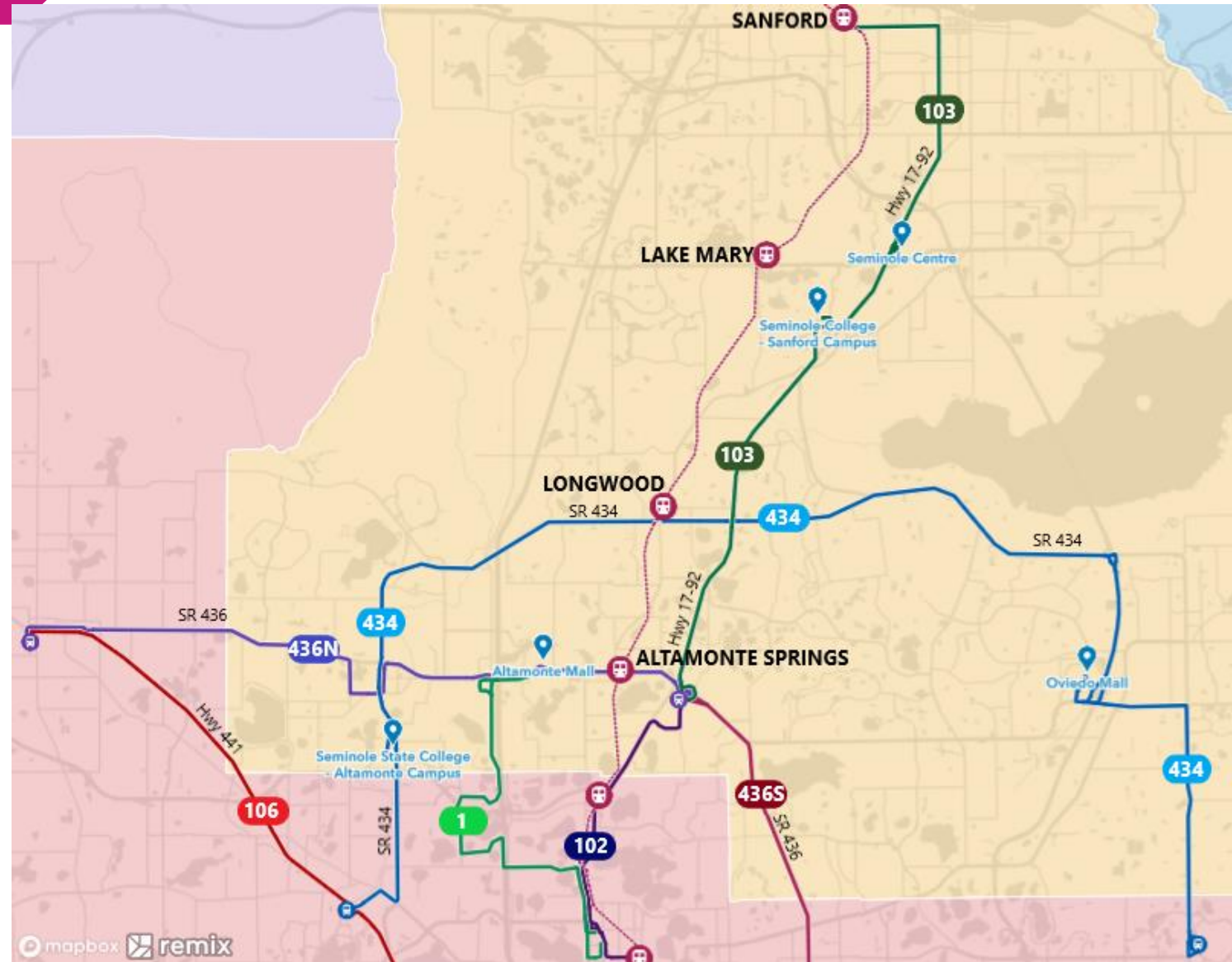


## Proposed Service Improvements – Fixed Route

- Maintain Service on Key Corridors:
  - Combine current Links 34 & 103 into one route, operating on Hwy 17-92 from Sanford SunRail Station to Fern Park
  - Combine current Links 23 and 434 into one route, operating on S.R. 434 from UCF Superstop to Rosemont Superstop (*note: Link 23 would operate between Rosemont Superstop and Winter Park*)
  - Frequency adjustments to Link 436N on weekday evenings and Saturday
  - No changes to current Links 1, 106, and 436S
- Discontinue Lake Mary and Sanford secondary routes
  - Links 45, 46E, 46W discontinued and replaced by NeighborLink On-Demand Service
- Adjust span of service on several routes to match ridership demand
  - Links 103 & 434

# Proposed Service – Fixed Route

- Link 1 – Winter Park/Maitland/Altamonte Springs
- Link 102 – Orange Ave./South U.S. 17-92
- Link 103 – North Hwy 17-92/Sanford
- Link 106 – North Hwy 441/Orange Blossom Trail
- Link 434 – S.R. 434
- Link 436N – S.R. 436/Fernwood/Apopka
- Link 436S – S.R. 436/Fernwood/Orlando Int'l Airport



## Proposed Service – Fixed Route

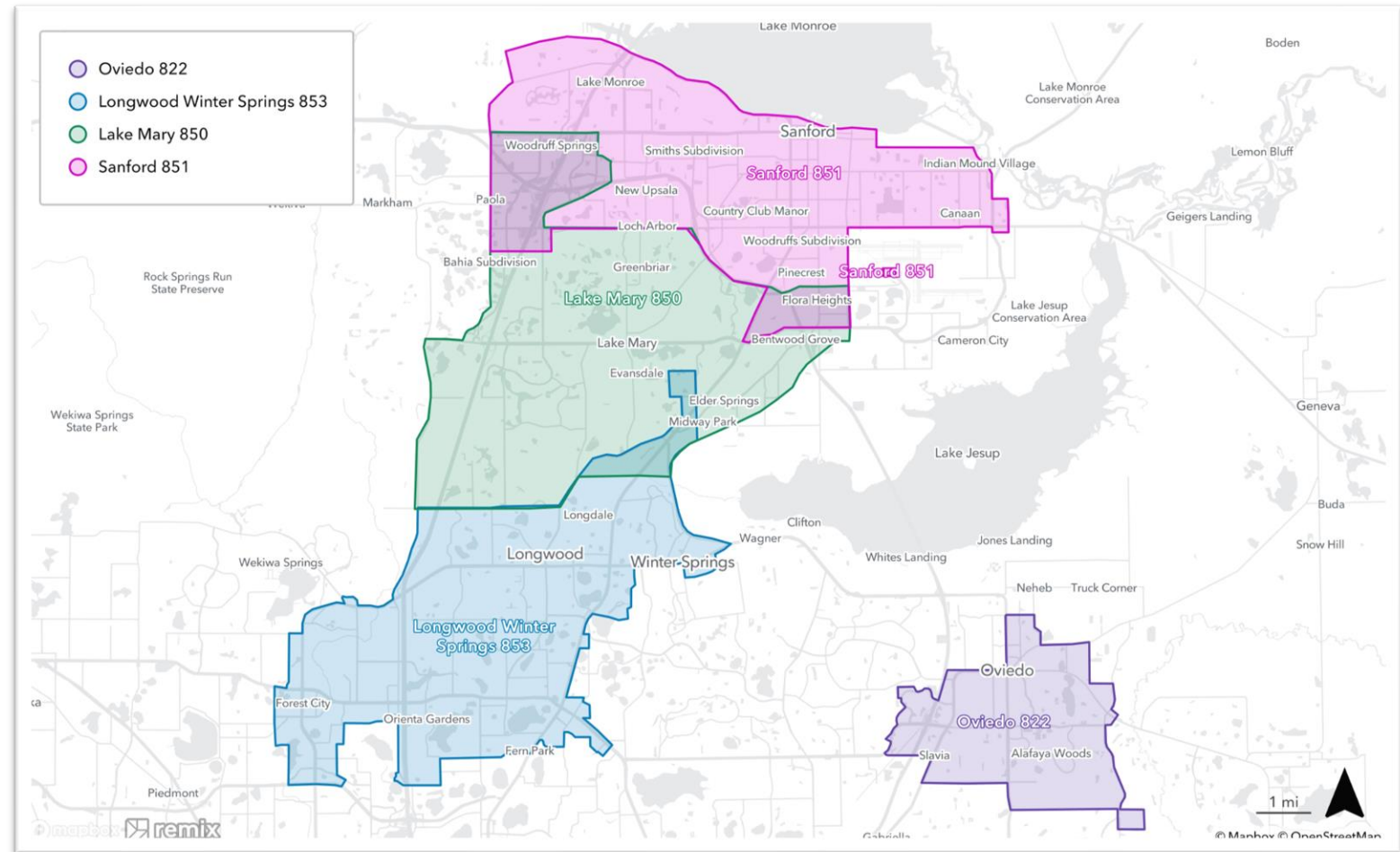
| Link        | Hours of Service | Weekday<br>(peak) | Weekday<br>(midday) | Weekday<br>(evening) | Span of Service  | Saturday | Span of Service | Sunday     |
|-------------|------------------|-------------------|---------------------|----------------------|------------------|----------|-----------------|------------|
| <b>1</b>    | 6:15am – 9:55pm  | 60                | 60                  | 60                   | 6:25am – 9:25pm  | 60       | No Service      | No Service |
| <b>102</b>  | 4:30am – 12:15am | 20                | 20                  | 60                   | 4:45am – 11:15pm | 30-60    | 5:15am–10:30pm  | 30         |
| <b>103</b>  | 6:15am – 9:35pm  | 30                | 30                  | 60                   | 6:05am – 9:25pm  | 30       | 6:10am – 8 pm   | 60         |
| <b>106</b>  | 4:25am – 12:20am | 30                | 30                  | 60                   | 4:45am – 11:25pm | 30-60    | 4:45am – 9:30pm | 60         |
| <b>434</b>  | 5:05am – 9:10pm  | 60                | 60                  | No Service           | 6:20am – 8:55pm  | 60       | No Service      | No Service |
| <b>436N</b> | 4:20am – 12:10am | 30                | 30                  | 60                   | 4:30am – 12:45am | 30-60    | 6:55am – 9:35pm | 60         |
| <b>436S</b> | 4am – 12:40am    | 30                | 30                  | 30                   | 4am – 12:40am    | 30       | 5:35am – 1:15am | 60         |

# *NeighborLink*

- NeighborLink will fill gaps where low performing fixed-route services mostly in Sanford and Lake Mary will be discontinued
- Existing zones will be realigned and new NeighborLink zones will provide transit accessibility to more areas in Seminole County and offer new connections
- Focus on creating a community service that would accommodate everyday travel needs (ex. commuting, shopping, school, etc.)
- Provide true on-demand service with smaller vehicles and 30 minute or less wait times. Utilizing the latest technologies

# Proposed Service - NeighborLink

- NeighborLink 822 – Oviedo:  
9.6 sq miles  
23,500 population
- NeighborLink 850 – Lake Mary:  
30 sq miles  
population 69,000
- NeighborLink 851 – Sanford:  
26 sq miles  
population 58,400
- NeighborLink 853 – Longwood/  
Winter Springs/ Altamonte Springs:  
26 sq miles  
population 90,600

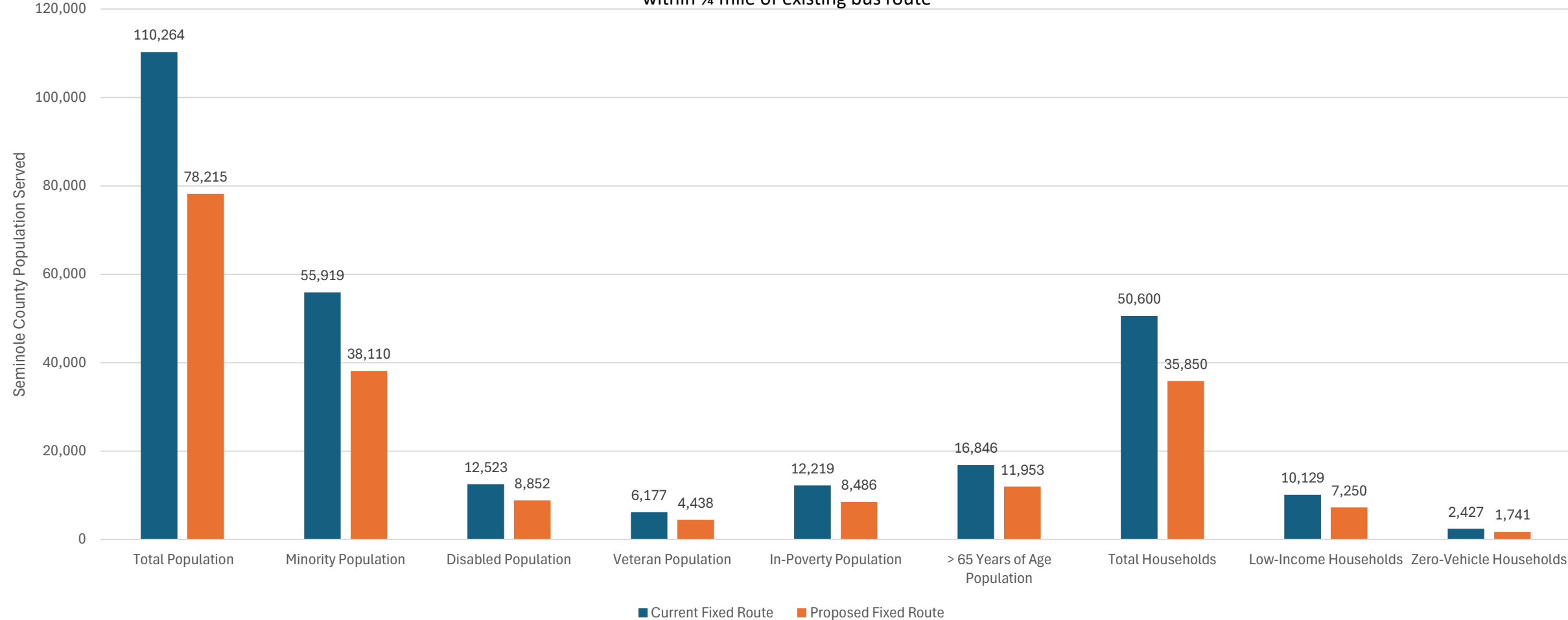


## Proposed Service - NeighborLink

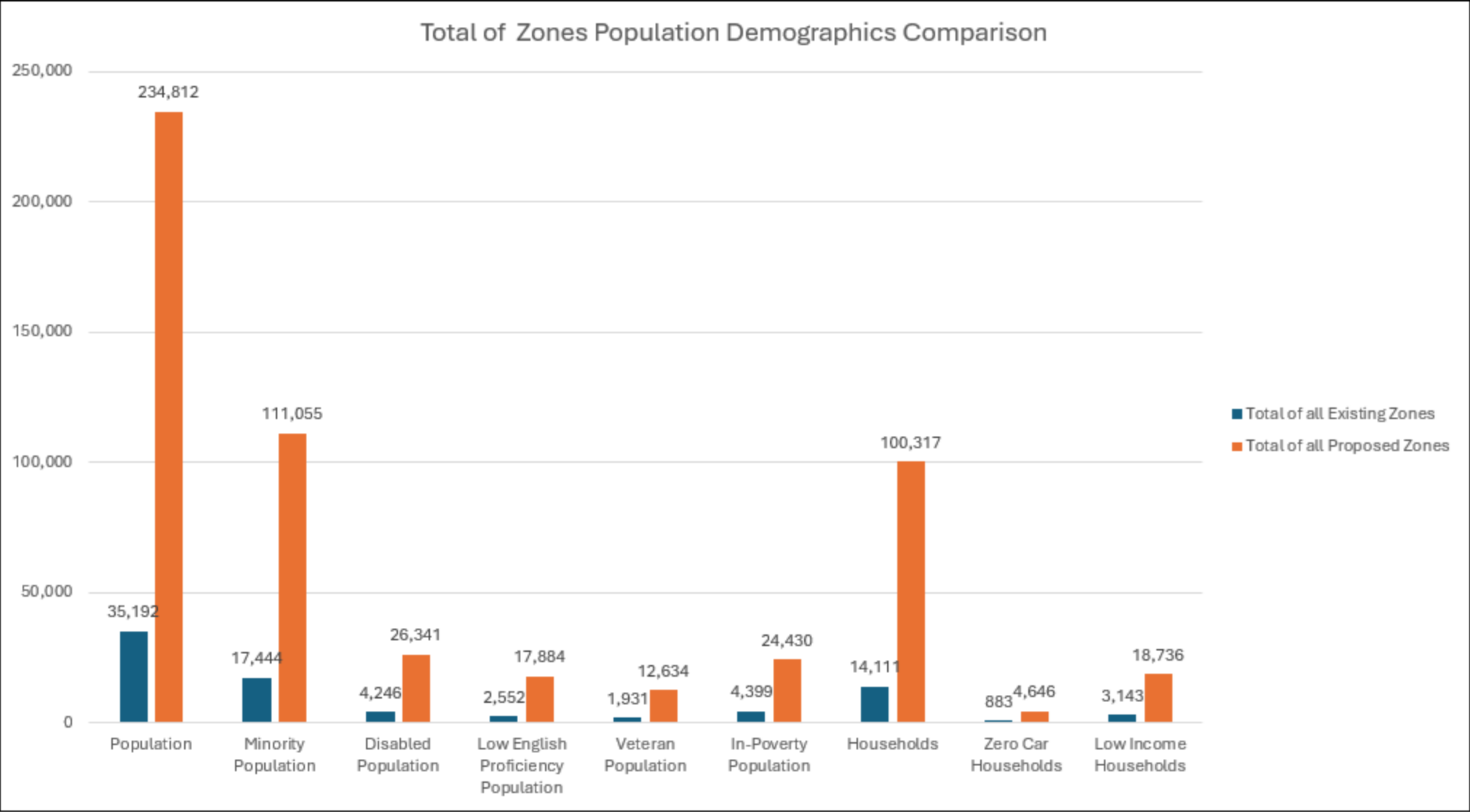
| Link       | Weekday Hours of Service | # of Vehicles | Estimated Wait Time | Saturday Hours of Service | # of Vehicles | Sunday Hours of Service | # of Vehicles |
|------------|--------------------------|---------------|---------------------|---------------------------|---------------|-------------------------|---------------|
| <b>822</b> | 6am – 7pm                | 1             | 30 min.             | N/A                       | 0             | No Service              | No Service    |
| <b>850</b> | 5am – 9pm                | 2             | 30 min.             | 7am – 9pm                 | 2             | No Service              | No Service    |
| <b>851</b> | 5am – 9:30pm             | 2             | 30 min.             | 7am – 9pm                 | 2             | No Service              | No Service    |
| <b>853</b> | 5am – 9pm                | 2             | 30 min.             | 7am – 9pm                 | 2             | No Service              | No Service    |

# Demographics Analysis – Fixed Route

Seminole County Fixed Route Service Demographics  
Current and Proposed  
\*within ¼ mile of existing bus route



# Demographics Analysis – NeighborLink





# Cost Metrics

## Current Costs for LYNX Service FY 25 and Estimated FY 26 Costs

|                        | Current Hours (FY 25) | Current (FY 25 Hourly rate) | Current Cost (FY 25) | Estimated Hours (FY 26) | Estimated (FY 26 Hourly rate*) | Estimated Cost (FY 26) |
|------------------------|-----------------------|-----------------------------|----------------------|-------------------------|--------------------------------|------------------------|
| Fixed Route            | 114,742               | \$105.4204                  | \$12,096,159         | 79,382                  | \$109.6372*                    | \$8,703,135            |
| On Demand Neighborlink | 10,694                | \$62.36                     | \$666,869            | 19,651                  | \$64.85*                       | \$2,289,579            |
| Total                  | 125,436               | N/A                         | \$12,763,028         | 99,003                  | N/A                            | \$10,992,714           |

- Estimated cost for FY 26 includes adjustments made to fixed route and Neighborlink on-demand services.
- Neighborlink on-demand expanded service is estimated for FY 26 using LYNX in house model as it operates today
- \*4% inflation factor was added to FY 25 cost per hour for both fixed route and one-demand service for FY 26 rates
- Total savings from fixed route reductions in FY 26 dollars amounts to \$3,847,166, which could be applied to expanded on-demand service

# Neighborlink/Microtransit Options

Options include:

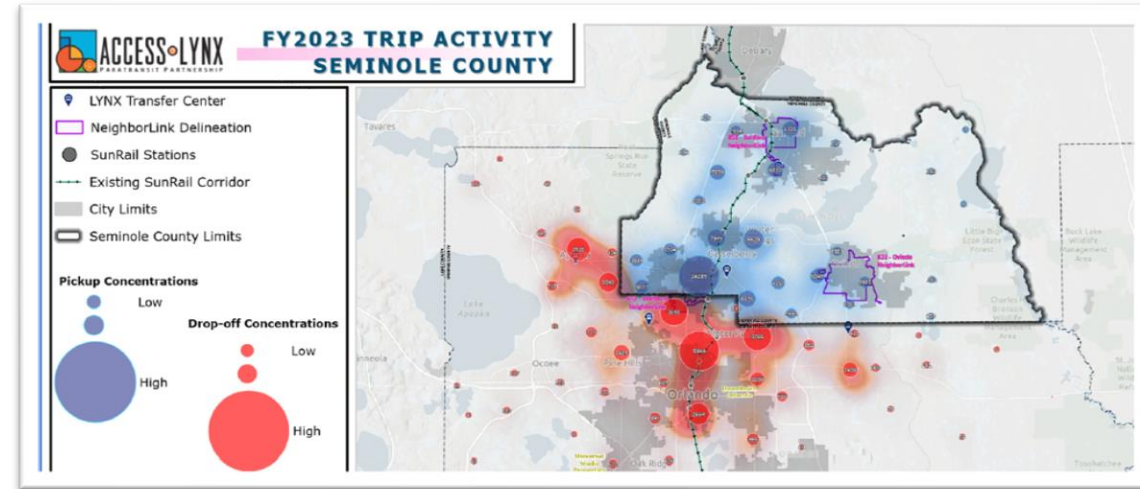
- Operate in house by LYNX (current mode). This type of service is called Software as a Service model (SaaS). LYNX could use existing software platform to provide service or seek proposals from qualified software vendors such as Sparelabs, RideCo, etc to perform the back-office functions of microtransit. LYNX would own the vehicles, operators, customer service, etc.
- Operate by third party. This type of service is called Transportation as a Service model (TaaS). LYNX would seek proposals from qualified vendors who would offer a turnkey operation. Companies such as Freebee\* (City of Kissimmee model) VIA\* (Votran model), etc. provide these services. LYNX would act as contract manager of these providers. Currently how AccessLYNX Paratransit is managed.

\*Third Party as shown above for planning and discussion purposes only.



# Paratransit ADA Service

- LYNX is Central Florida's Regional Community Transportation Coordinator (CTC) service provider for Americans with Disabilities Act (ADA) and Transportation Disadvantaged (TD) persons in Orange, Osceola and Seminole counties.
- LYNX is required by Federal Transit Administration (FTA) to provide complementary ADA paratransit service with  $\frac{3}{4}$  miles of a fixed bus route.
- The ADA  $\frac{3}{4}$  mile requirement goes away when a fixed route is eliminated
- The cost for one way trip goes from \$4 to \$7 for anyone currently within the  $\frac{3}{4}$  mile buffer
- LYNX provided 66,391 ADA trips in FY 23 that originated in Seminole County
- It is estimated 31% of all ADA trips in Seminole County begin and end in the proposed Neighborlink expanded zones. All ADA Paratransit customers are eligible for Access Plus+ card can ride Neighborlink and fixed route for free.





# Freebee Pilot

- LYNX could contract with Freebee to pilot a one-year demonstration in Seminole County
- Piggyback off existing Monroe County Transit contract with Freebee
- Neighborlink will become Neighborlink powered by Freebee
- Door to Door On-Demand Service in a defined geographical area
- 30 minute or less wait time
- Brand new smaller vehicles (electric) includes ADA accessible vans
- Trained/certified drivers
- Easy to use App or call in reservation
- Fare same as fixed route \$2.00 one-way
- FDOT Service Development Grant eligible for new zones



# Proposed Timeline

- Receive Direction from Seminole County BCC – November 12, 2024
- Meet with Local Municipalities within Seminole County - (November - December 2024)
- Initiate Public Involvement - (January through March 2025)
- Present to LYNX Finance Committee and Oversight Committee - (March 2025)
- LYNX Board approval - April 2025
- Procure Third Party vendor for Neighborlink Pilot - (April through August 2025)
- Implement Service Changes - August 2025

# Option 3

## Alternatives Based Upon Additional Investigation

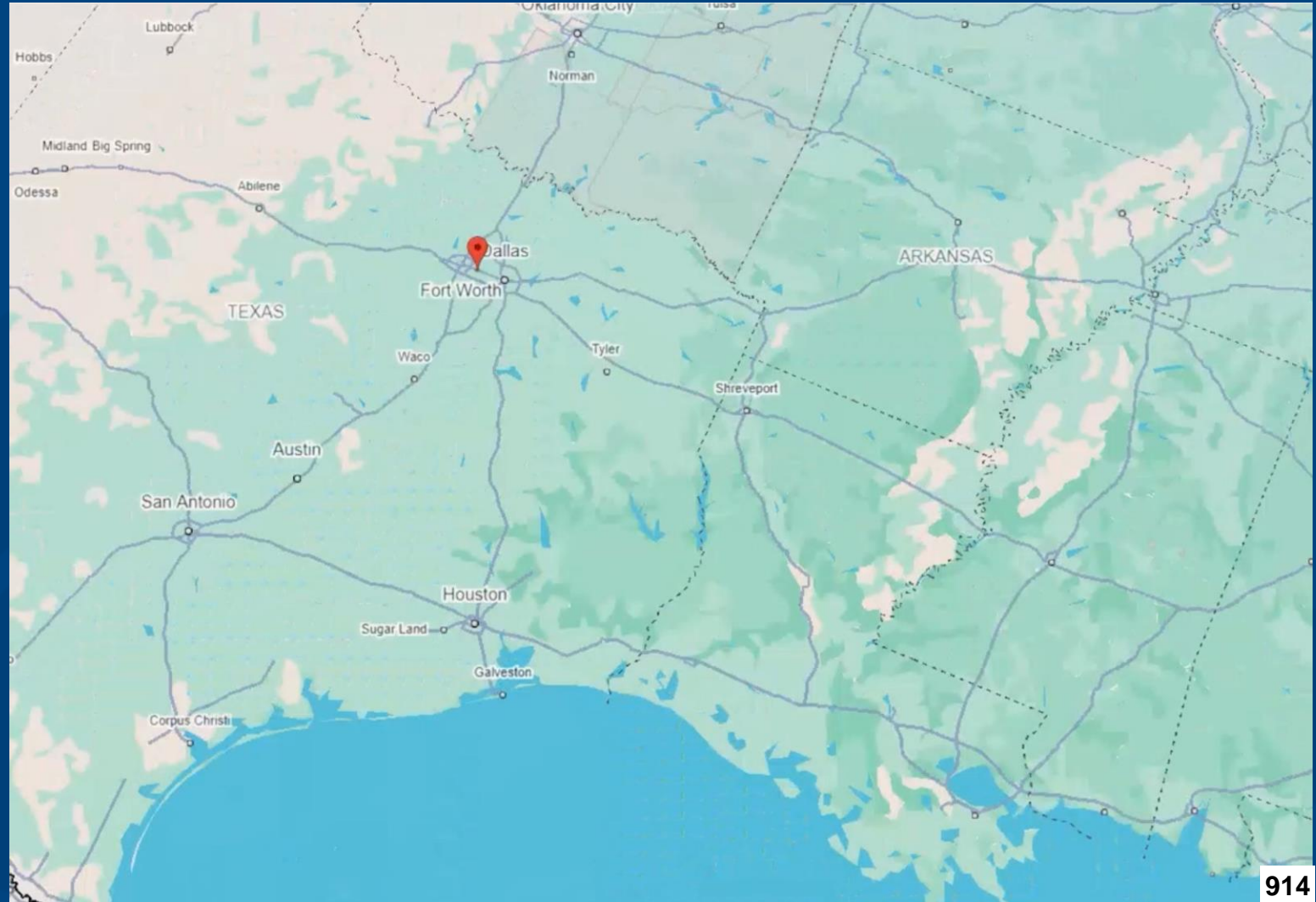
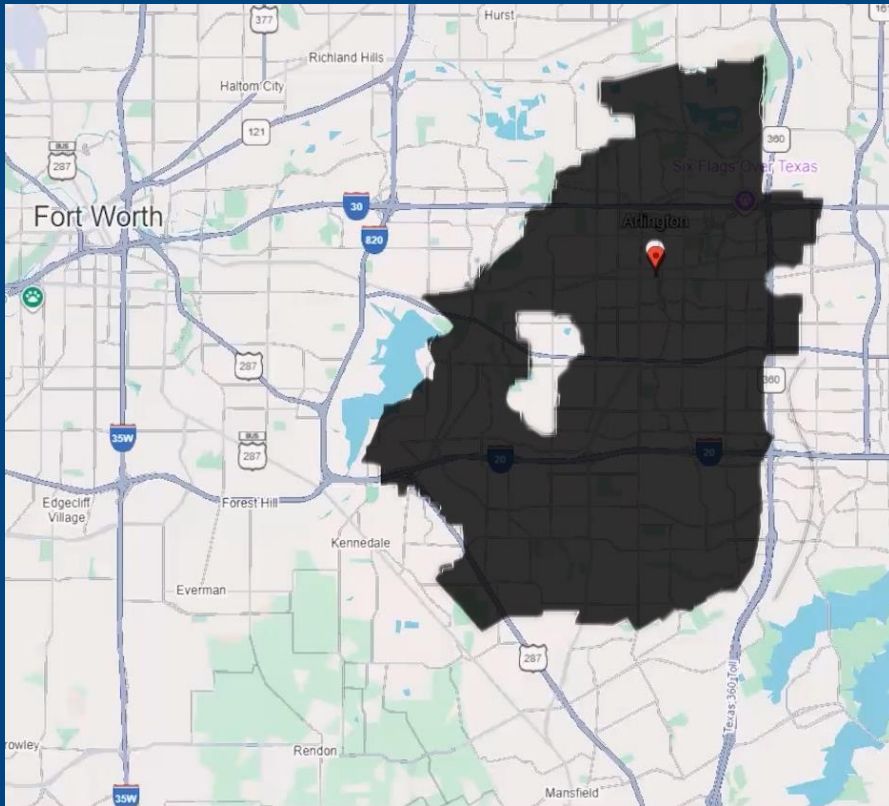
- Arlington, Texas Case Study



# Demographics

| DEMO                            | SEMINOLE COUNTY   | ARLINGTON, TX     |
|---------------------------------|-------------------|-------------------|
| AREA*                           | 160 SQ MILES      | 100 SQ MILES      |
| POPULATION                      | 489,919           | 398,431           |
| POPULATION DENSITY*             | 3,000 PER SQ MILE | 4,750 PER SQ MILE |
| MEDIAN HOUSEHOLD INCOME         | \$79,490          | \$71,736          |
| BELOW POVERTY LINE              | 11%               | 13%               |
| TRAVEL TIME TO WORK             | 27.2 MINS         | 26.9 MINS         |
| *EXCLUDING LAKES AND RURAL AREA |                   |                   |







# Arlington Texas

- General Public On-Demand Service started in 2017
- Elderly and Person's with Disabled Service
- No Fixed Route Service
- Direct Recipient for Grants
- Not part of a regional transit agency

# On Demand Service

- Single Zone
- Corner to Corner Service for General On Demand
- App-based booking with call-in option
- 15 min to 30 min pick up window
- Hours: Mon-Fri 6am to 9pm; Sat 9am to 9pm

# On Demand Service

- Fares \$3 to \$5 depending on length
- \$25 weekly pass and \$80 monthly pass options
- Free ride program for low income and students
- 575K rides per year
- 3K to 4K active riders per week
- 75 shuttles owned by the vendor

# Connectivity

Riders can connect to adjacent fixed route systems

- 2 Stops connect to Bus Systems
- 1 Stop connects to Commuter Rail System
- These stops are near the edge of the zone

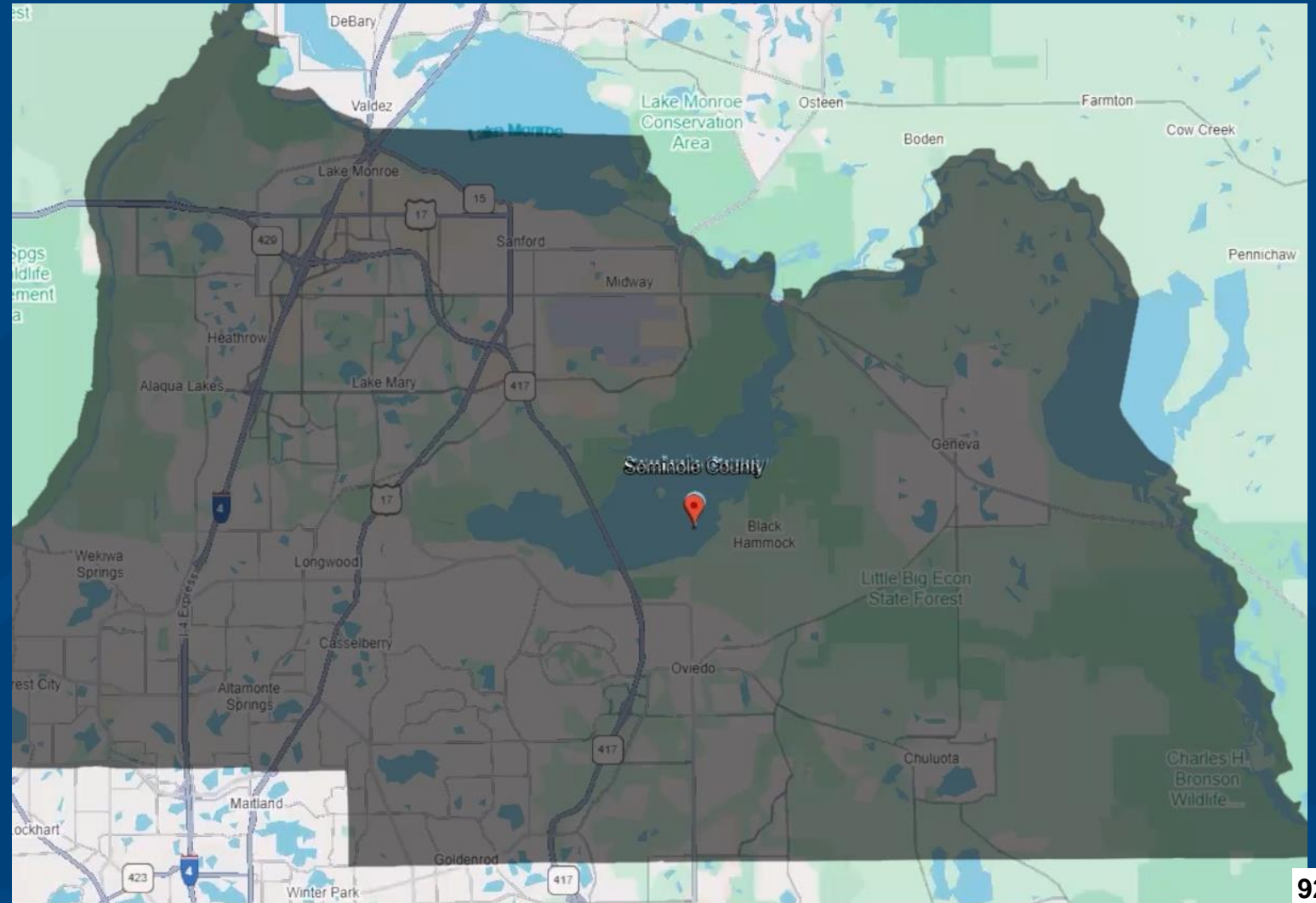
# Funding

- \$11M to \$12M On Demand Contract
- \$2M to \$3M Elderly & Low-Income Contract
- (\$6M to \$7M) FTA 5307 Federal Grants
- (\$1M to 2M) CDBG Grants offset low-income rides
- \$6M from General Fund

*Additional 4 staff members partially dedicated to managing service in house*

# Seminole County

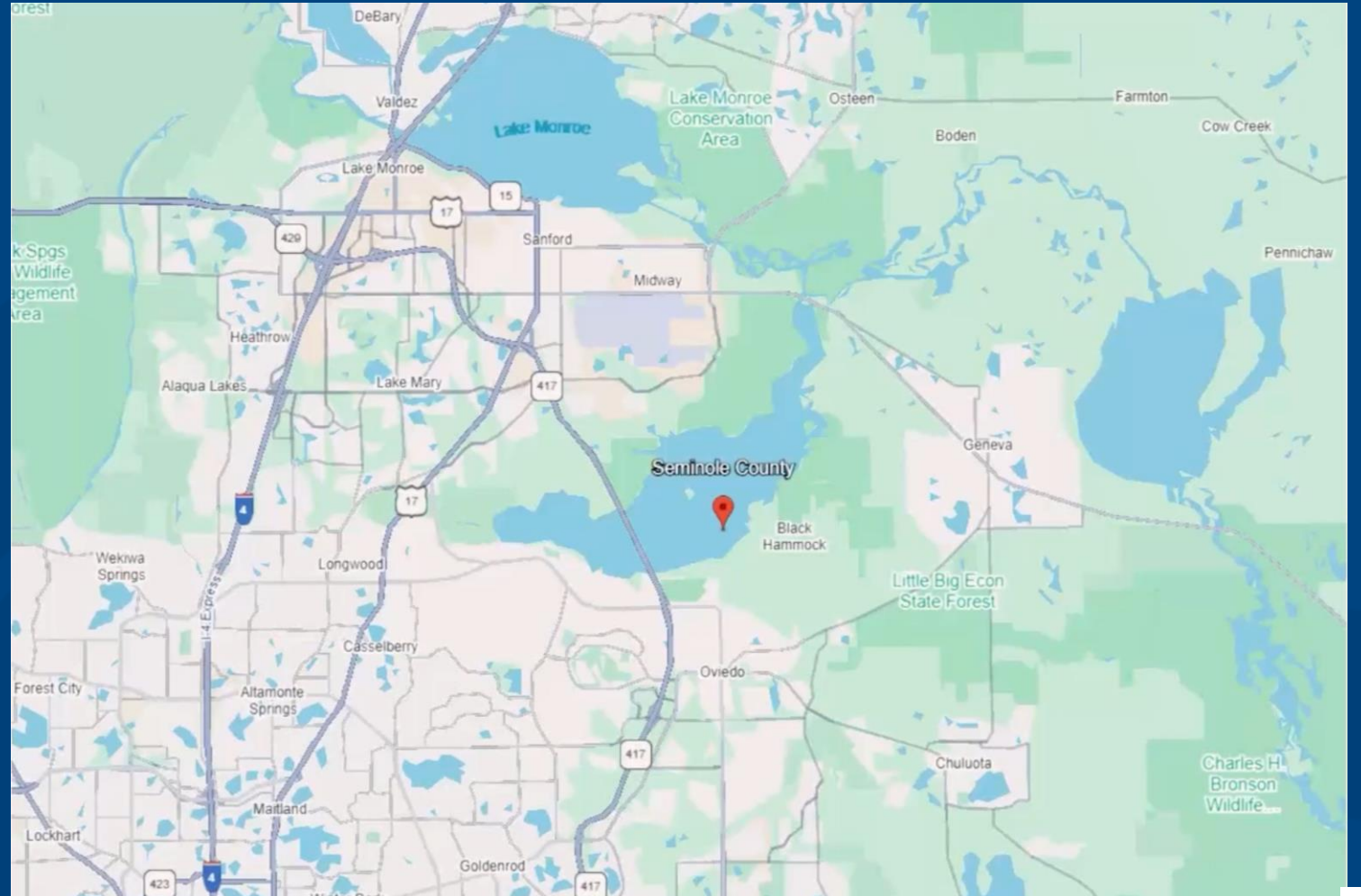
345 Square Miles



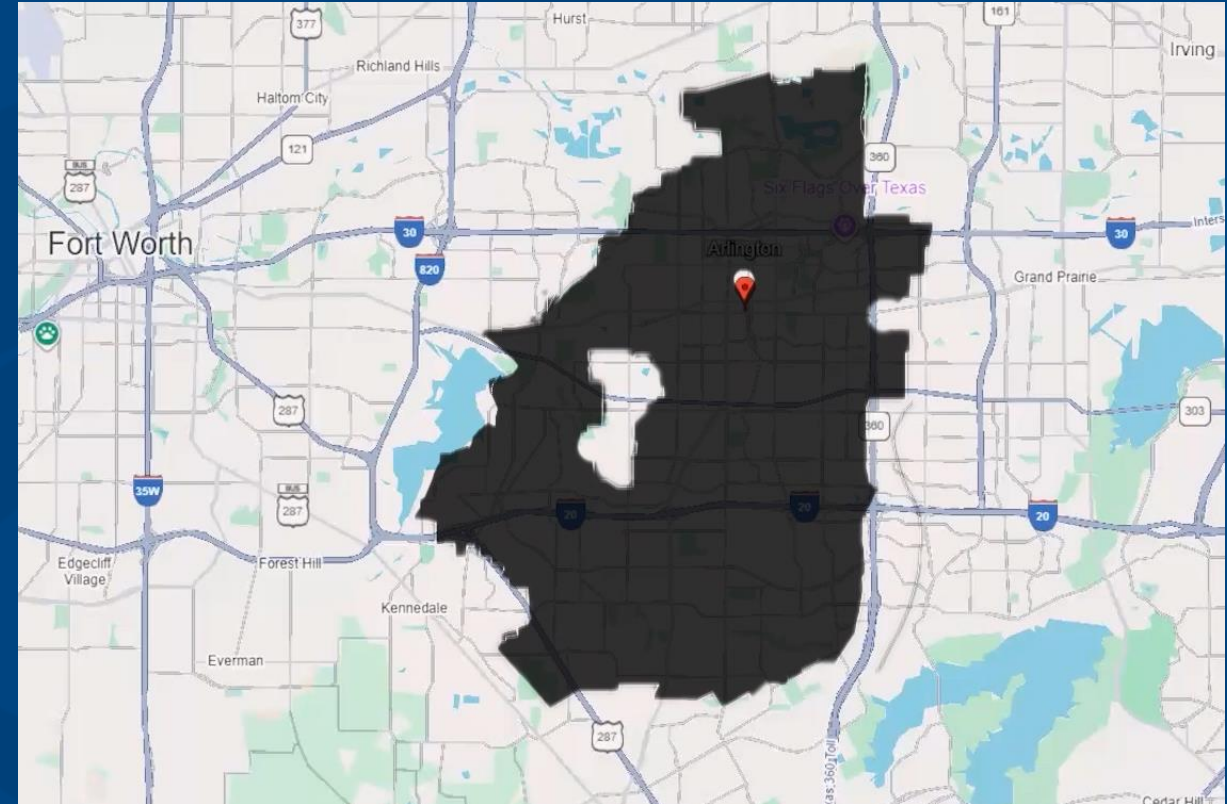
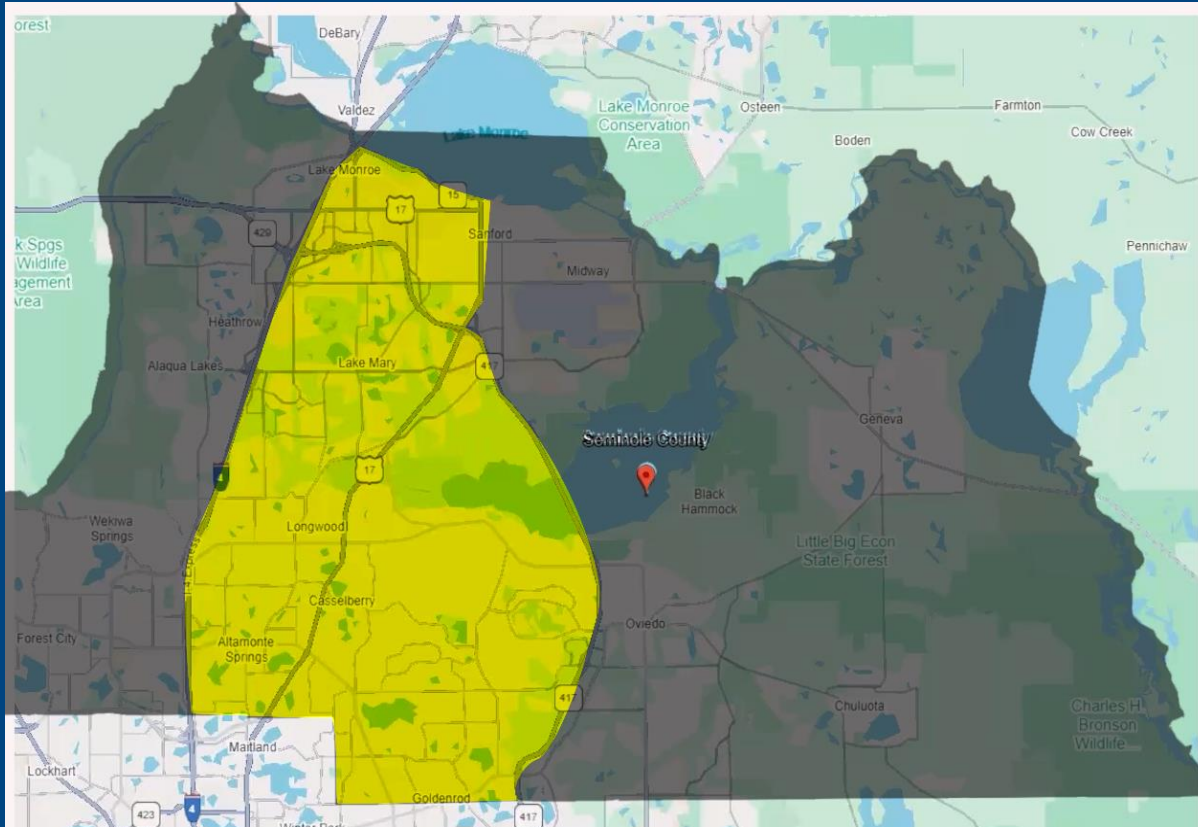
# Seminole County

160 Sq Miles excluding Lakes and  
Rural Area

Approximately 100 Sq Miles including  
Sanford and between I4 & SR 417









# Option 3 Variations

## Alternative Micro-Transit Providers

- Almost unlimited variations on Zone Options
- Transition Period
- Solicitation to determine pricing and service level options available
- Vehicle ownership options
- Connections to existing Rail and Fixed Route Transit

# Next Steps

- Continue Conversations with various regional transit entities about efficient future connectivity or partnerships
- Continue Conversations with Volusia about future connectivity or partnerships
- Identify source and administration of potential grants and other funding options
- Issue Solicitation for Proposals; encourage LYNX to Bid

# Timeline

- FY25 Continue existing services
- Dec-Feb Issue Solicitation
- TBD Board Worksession
- TBD Public Engagement
- Oct 2025 Implement Service Changes

# Recommendation

Direct Staff to Issue formal Solicitation for Proposals to allow for evaluation of varying options to include costs; the number of potential zones with connectivity to SunRail and adjacent fixed route services; and the obtainment of grants. Invite LYNX to submit a proposal amongst others.

And approve item #21 to execute the LYNX FY25 Service Funding Agreement with the Central Florida Regional Transportation Authority.



# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1478**

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**Title:**

Utilities Master Plan - Water Supply and Conservation (**Johnny Edwards, Interim Utilities Director**)

# Utilities Master Plan Work Session #2 Water Supply and Conservation

Board of County Commissioners Meeting  
November 12, 2024

# Agenda

- BCC Comments from Work Session #1 –  
Johnny Edwards, PE, Interim Utilities Director
- Utilities Master Plan Details –  
Steve Riley, PE, Jacobs Engineering

# BCC Comments from 9/10/24 Work Session #1

- Detailed responses sent to Commissioners
- Additional information being collected and developed
- Other programs for education, outreach and conservation are ongoing and evolving



# Utilities Master Plan Update Workshop No. 2 – Water Supply & Conservation

Seminole County Board of County Commissioners  
November 12, 2024



**Jacobs**

Challenging today.  
Reinventing tomorrow<sup>931</sup>

# Agenda

Current State of County's Drinking Water Supply

Regulatory Environment Driving Water Supply Planning

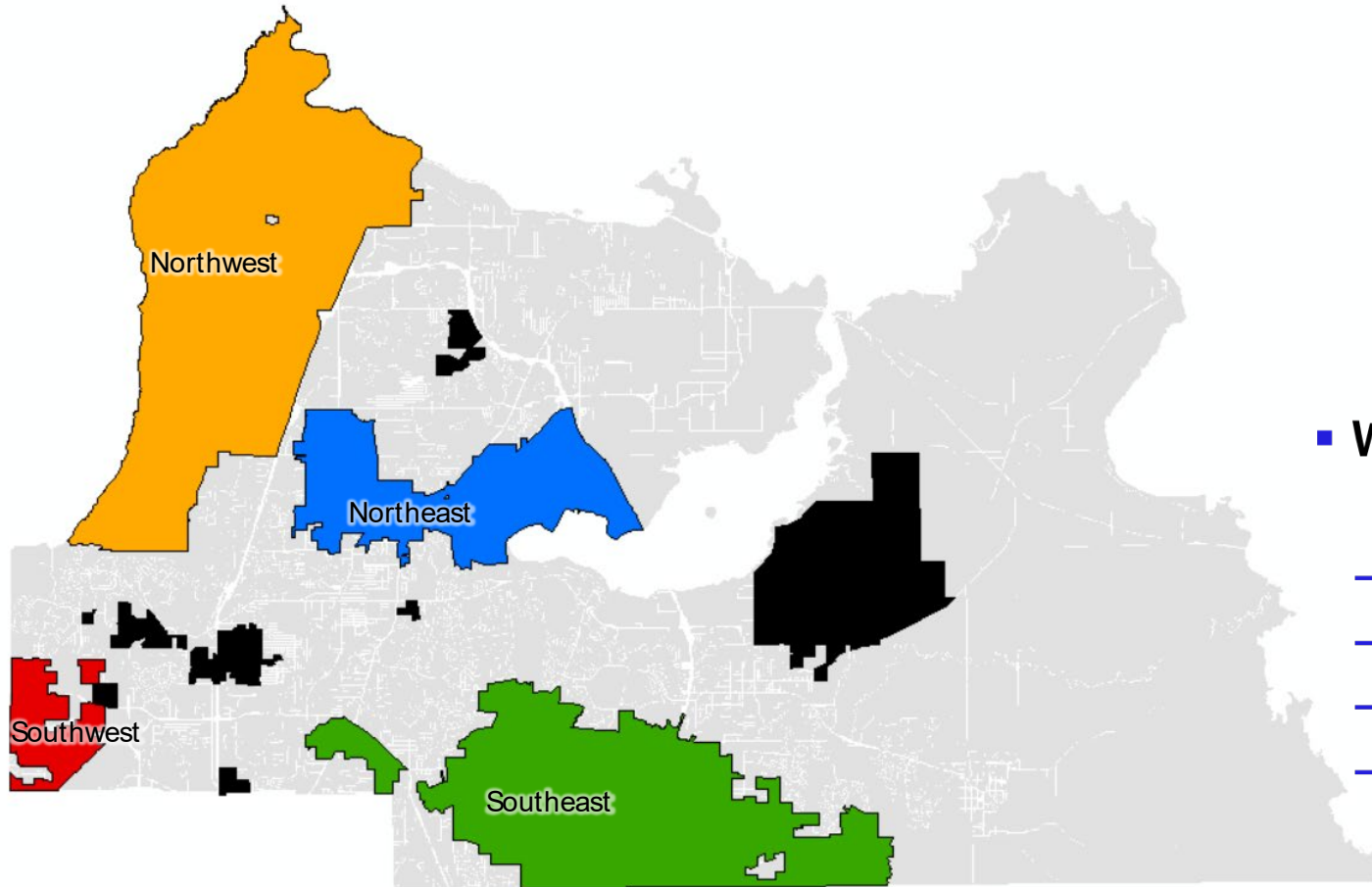
Possible Solutions to Secure Future Supply

Proposed Master Plan Framework for Future Water Supply

Input from BCC on Proposed Framework



# County's Current Drinking Water Supply Infrastructure



## ■ Well inventory – 26 Groundwater Wells

- Northwest - 8
- Northeast - 5
- Southeast - 9
- Southwest - 4

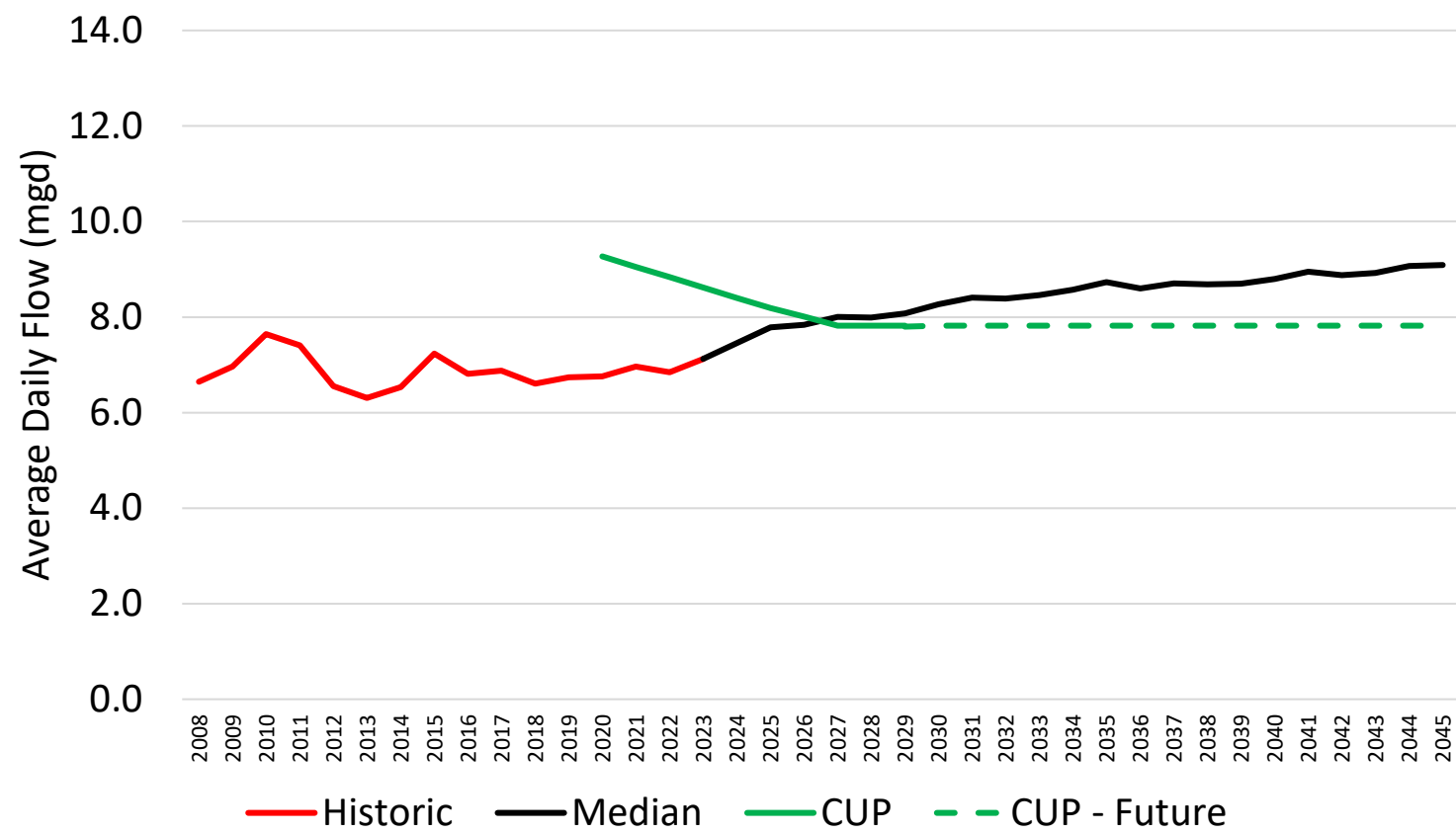
## Current State of County's Drinking Water Supply – Water Quality

- Wells are in Compliance with Current Drinking Water Regulations.
- County Water Quality Testing and Monitoring is On-going.
- Treatment Testing is Underway - Treatment Modifications May be Needed.



# Regulatory Environment Driving Water Supply Planning

- Groundwater Consumptive Use Permit (CUP) Exceedance – At Risk in Next Few Years in Northeast and Northwest Regions.
- Total Water Use in All Four Regions Will Be Below CUP Allocation through 2029.





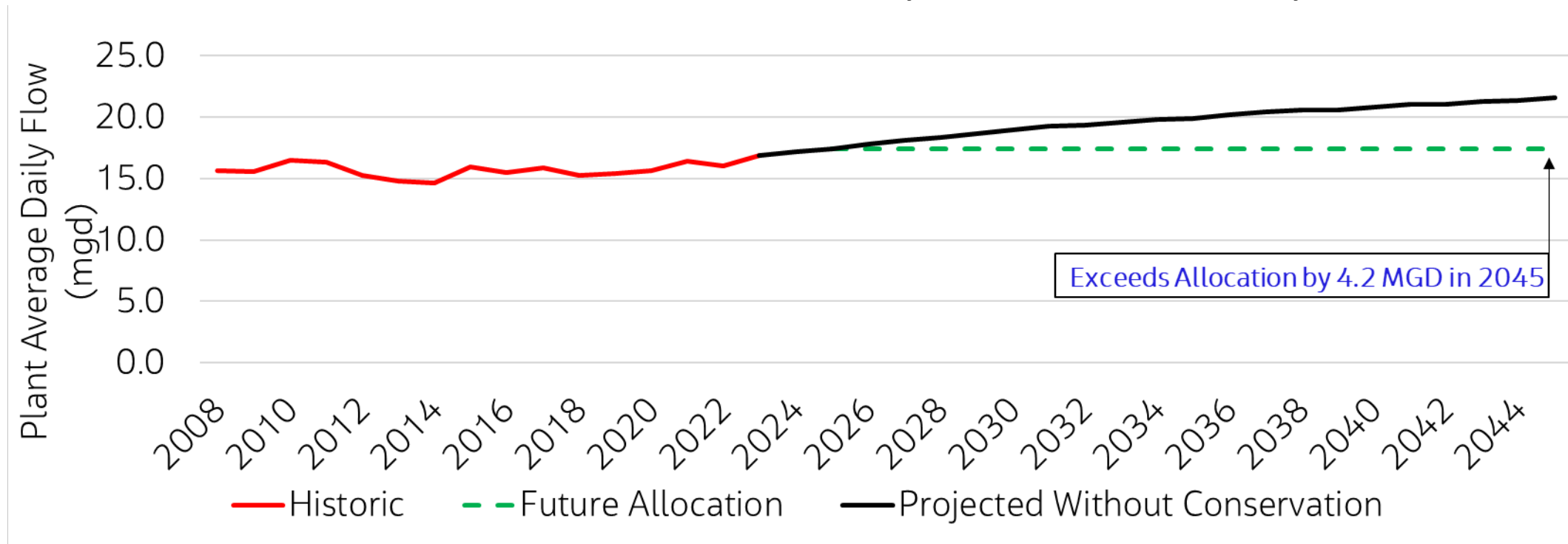
# What is the Central Florida Water Initiative (CFWI)?

- The CFWI will limit Seminole County's Use of Groundwater in the Coming Years.
- Goal of the CFWI is to Protect and Preserve Springs, Lakes, Aquifers, and Wetlands in a 5,300 Square-mile Area Orange, Osceola, Seminole, Polk and southern Lake counties.
- Led by Three Water Management Districts, the Florida Department of Environmental Protection (FDEP), and the Florida Department of Agriculture and Consumer Services (FDACS).
- Coordination with Water Utilities, Environmental Groups, Business Organizations, Agricultural Communities, and Other Stakeholders.
- Solutions consist of:
  - Expanding Reclaimed Water Use
  - Developing Alternative Water Sources – Brackish groundwater, Storm water, Surface water
  - Expanding Water Conservation - Conservation is the Least Expensive Way to Help Meet Future Needs.
  - Conduct Mitigation Projects to Offset Withdrawal Impacts.



# Impacts of CFWI Regulations on Seminole County Utilities Dept. (SCUD)

- Expect Groundwater Limits to be Applied to SCUD.
- Future Allocation will be Limited and Capped at 2025 Usage Amount.
- Will Need to Reduce Groundwater Use by 20% Over Next 20 years.



# Possible Solutions For Seminole County to Secure Future Supply

- Reduce Groundwater Use Through:
  - Water Conservation.
  - Expansion of Reclaimed Water System.
    - Increase use of Surface Water (Alternative Water Supply).
  - Impact Mitigation.
    - Recharging the Groundwater Aquifer to Offset Withdrawals.

*These are Programs in County's Holistic Water Policy*



# Possible Solutions to Secure Future Supply – Water Conservation

- Continue Implementing Water Conservation Plan.
  - Smart Irrigation Controllers. ★
  - Advanced Metering Infrastructure (AMI). ★
  - Water Audits, Irrigation and Landscape Evaluation. ★
  - Educational and Informational Resources (Conservation Kits). ★
  - High-Efficiency Fixture Replacement Program. ★
  - Florida-Friendly Landscaping Florida Water Star Certification for New Construction.
  - High Water Use Billing Rates Increase.
  - Irrigation Restrictions: Enforcement, New Programs. Materials.

★ *Implemented and Underway*



Seminole County Environmental Services  
Department

Technical Memorandum  
WATER CONSERVATION PLAN  
UPDATE

FINAL | September 2022

## Possible Solutions to Secure Future Supply – Water Conservation

- Conservation Potential = 2.7 Million Gallons per Day (MGD) over next 20 years.
- County has Active Conservation Program.
- Implementation Plan based on 2022 Conservation Plan is in Development by Environmental Services Department.
  - Additional Resources Will Be Needed to Achieve Conservation Potential.

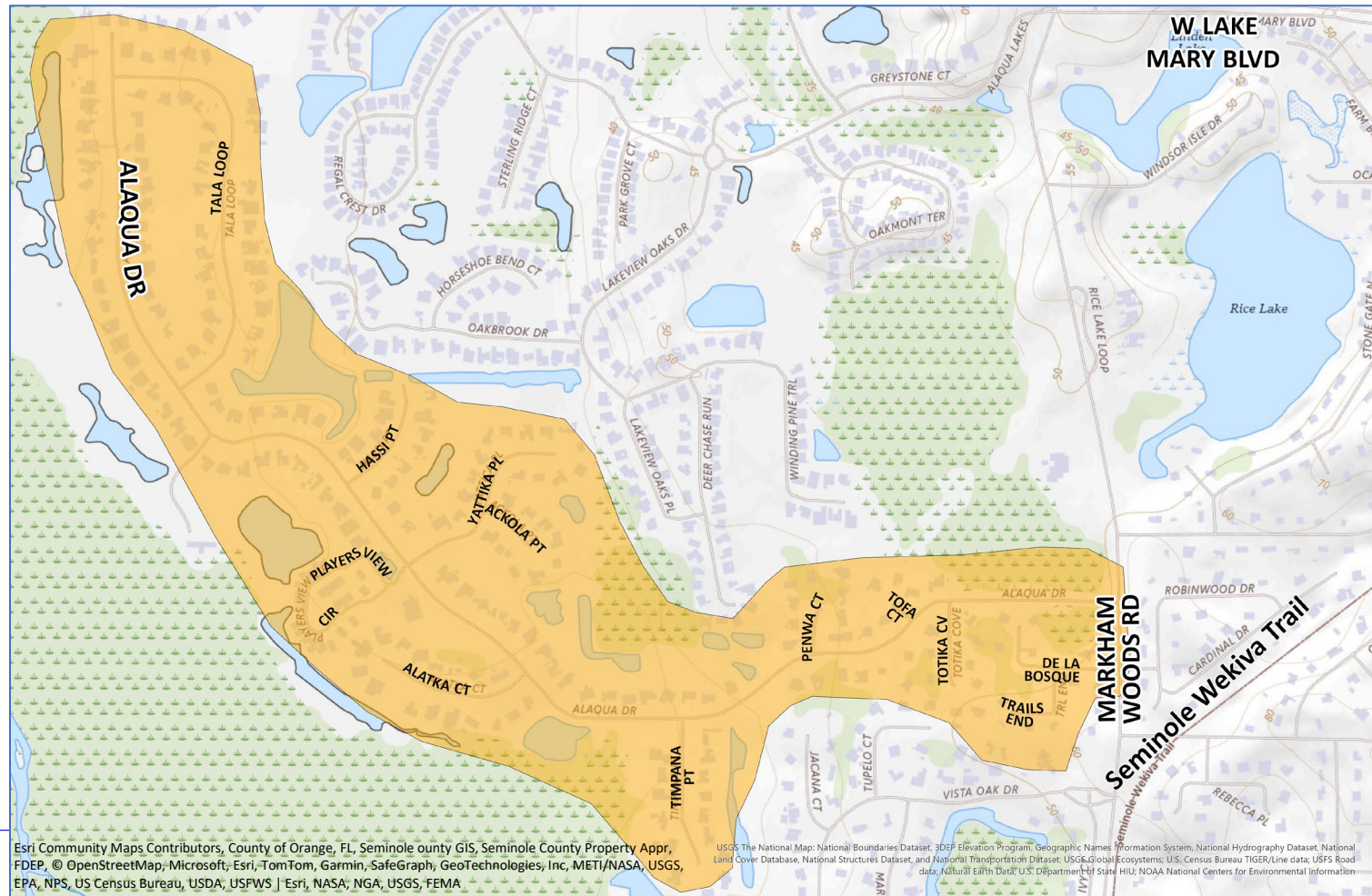


## Possible Solutions to Secure Future Supply – Reclaimed Water Expansion

- Reclaimed Water System Expansion
  - Potential Potable Water Savings – 1 MGD +
  - Northwest –
    - Construct Reclaimed Retrofits Phases IV and V.
    - Surface Water Treatment Plant – Renewal/Replacement & Treatment Improvements.
  - Southeast – Expand Reclaimed Water Distribution System from Orlando's Iron Bridge Wastewater Plant.
  - Southwest – Install Reclaimed Water Distribution Mains in Converted Septic Tank Areas.

# Reclaimed Water Expansion - Northwest Reclaimed Retrofits Phases IV and V

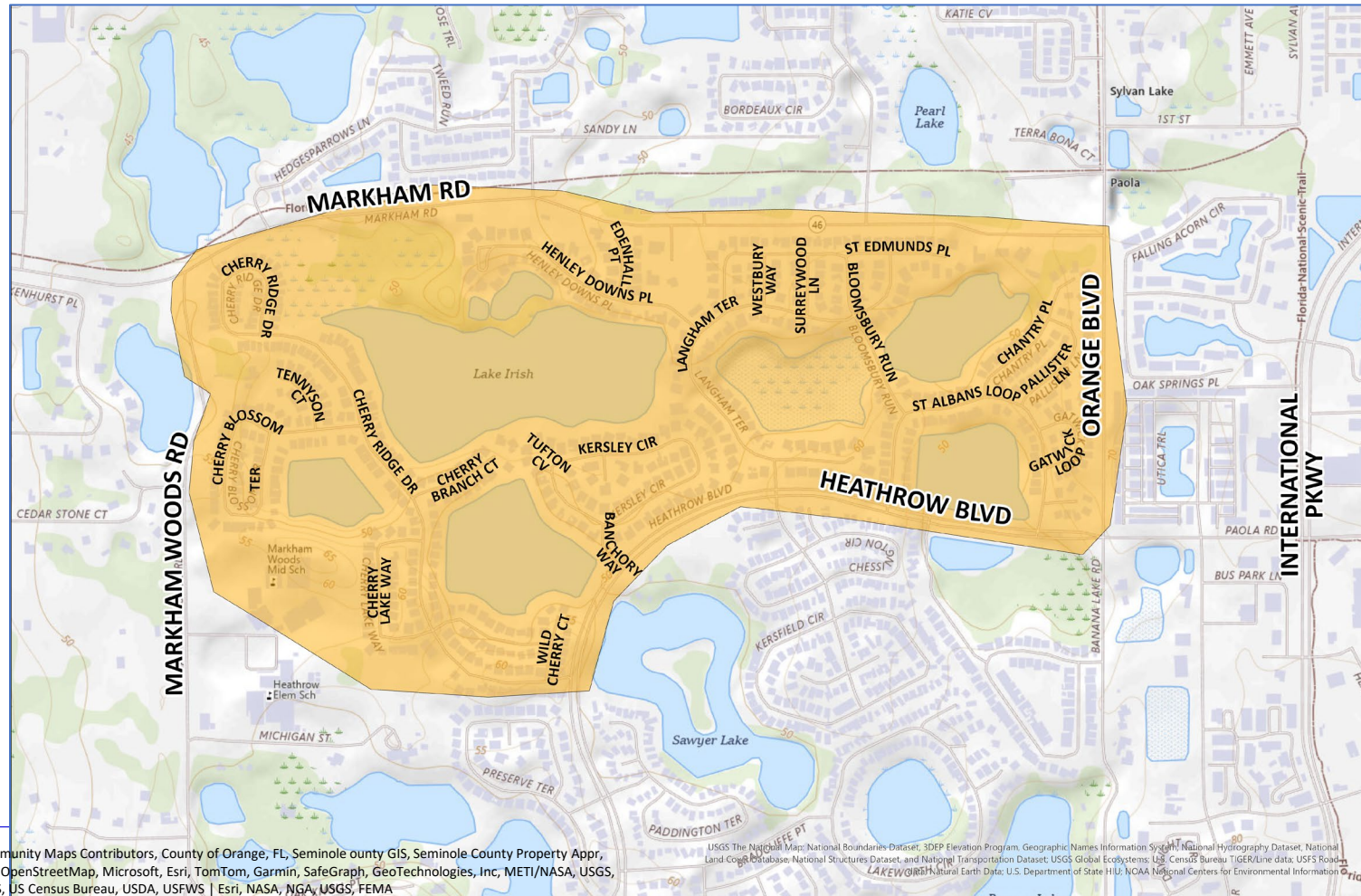
- Construct Phase IV – Alaqua Lakes. Estimated 0.4 MGD Drinking Water Saved.





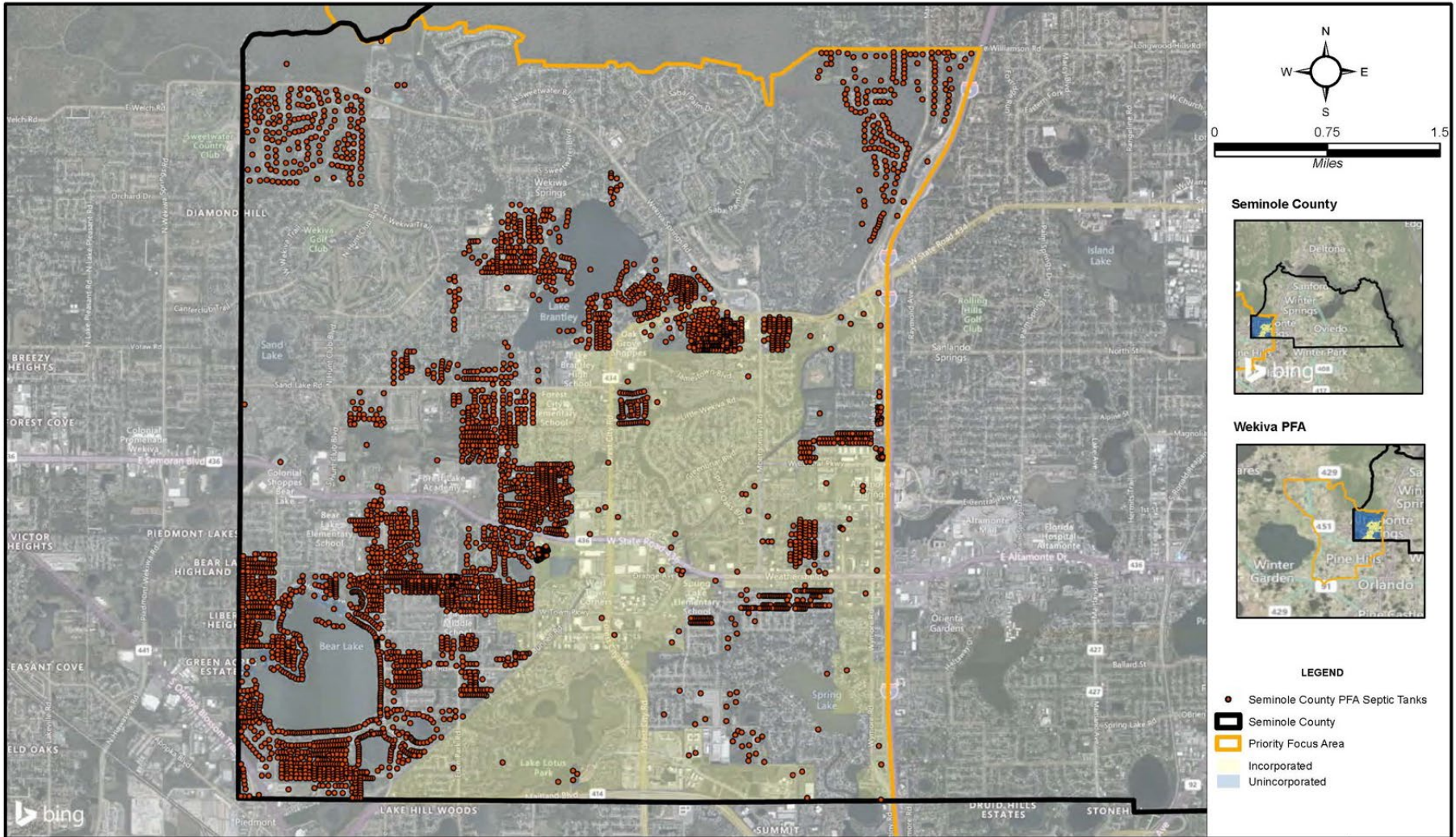
# Reclaimed Water Expansion – Northwest Reclaimed Retrofits Phases IV and V

- Construct Phase V – Heathrow Subdivision. Estimated 0.4 Million Gallons Per Day (MGD) Drinking Water Saved.

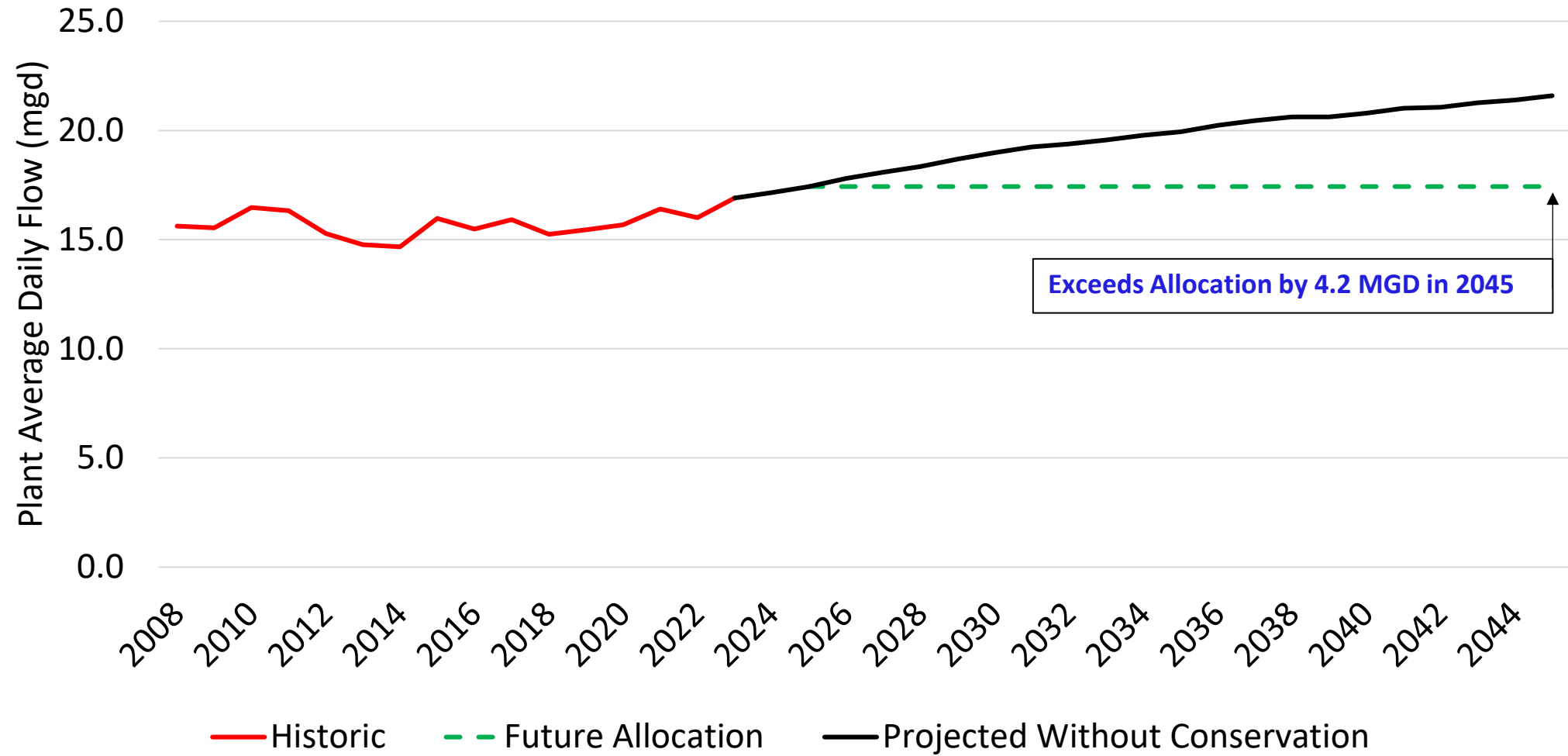




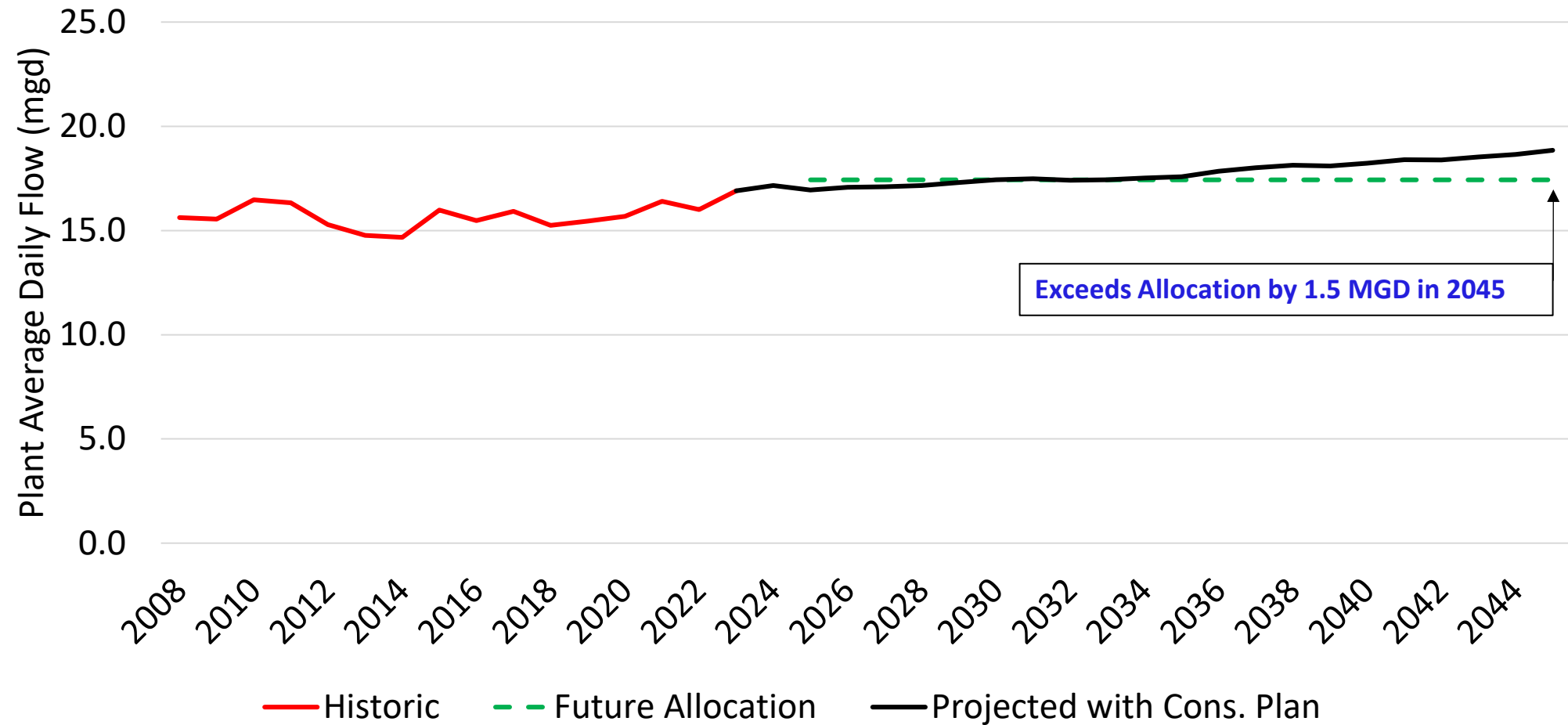
# Reclaimed Water Expansion – Southwest Reclaimed – Septic-to-Sewer Conversion Area



## Projected Future Plant Flow using Historic Growth, Key Development, and without Aggressive Conservation

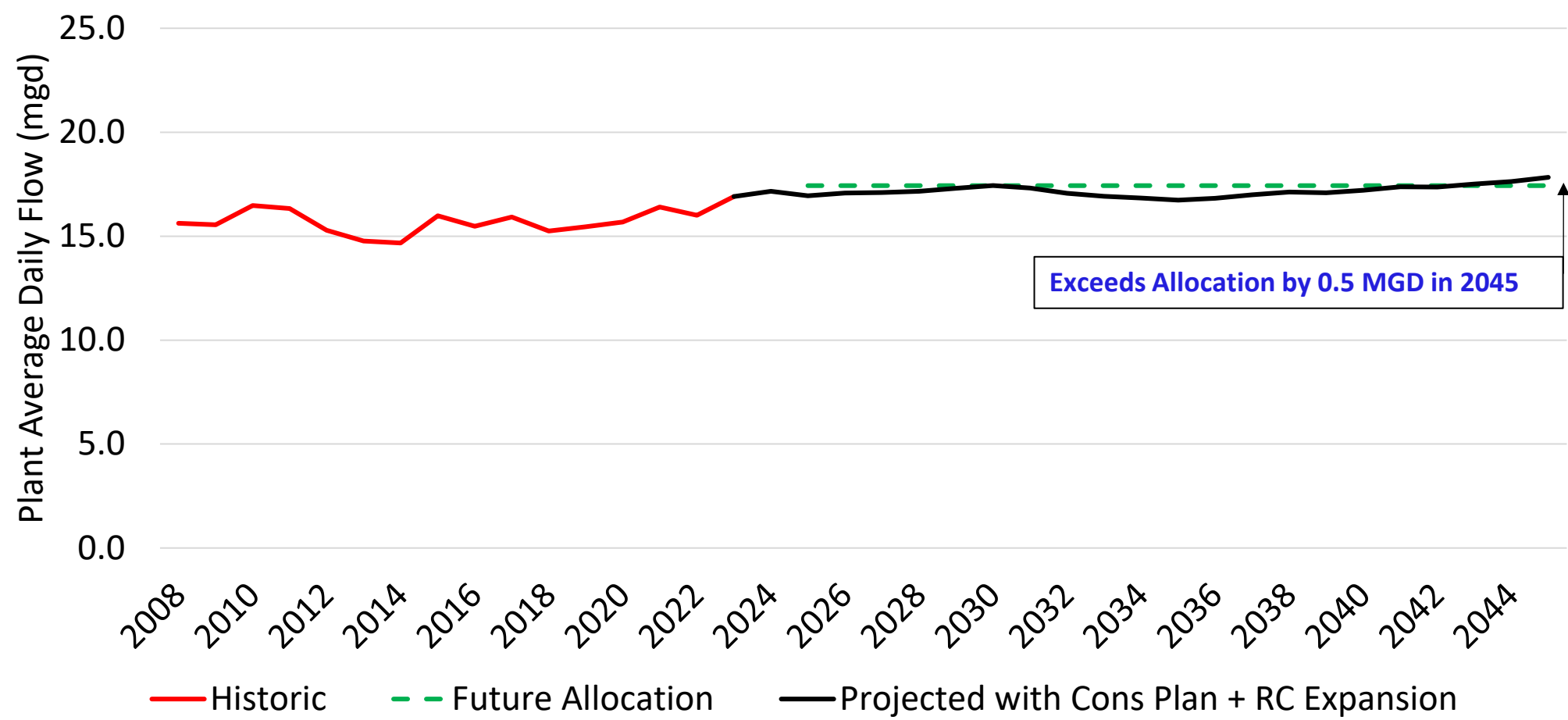


## Projected Future Plant Flow using Historic Growth, Key Development with Aggressive Conservation





# Projected Future Plant Flow using Historic Growth, Key Development with Aggressive Conservation and Reclaimed Expansion



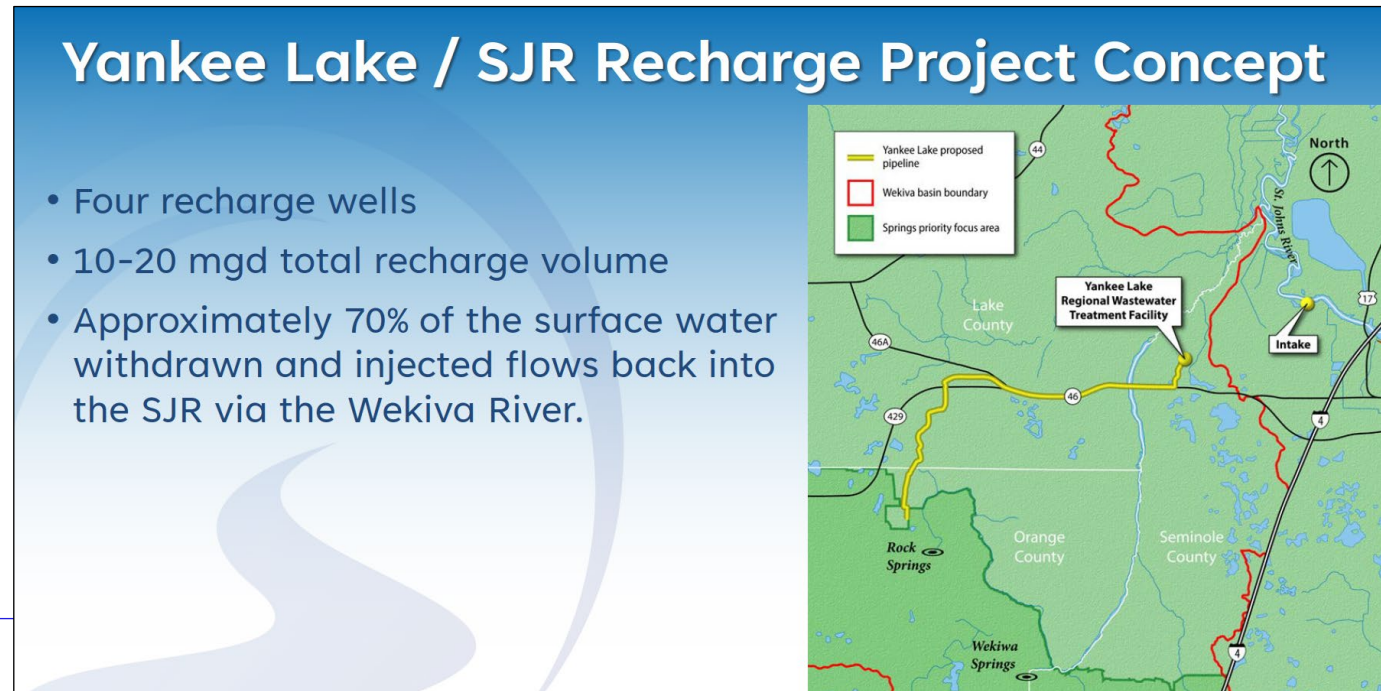
## Other Possible Solutions to Secure Future Supply

- **Well Deepening** – Drilling Existing Wells into Deeper Aquifer Zone. Needs Test Well for Water Quality Data.
- **Managed Aquifer Recharge (MAR) systems** –
  - Inject Treated Surface Water into the Aquifer System to Recharge Supply.
  - Exploratory Test Well Needed to Evaluate Feasibility of Process and Injection Water Quality Requirements.
- **Water Wheeling** – Piping Water from Area with Excess Supply to Area with Insufficient Supply.
- **Water Use Redistribution or Retirement** – Evaluate Water Use Permit Allocations from Decommissioned Golf Courses to Redistribute to Public Supply or Retire Allocation to Reduce Impacts.



# Regional Managed Aquifer Recharge (MAR) Concept

- Regional Springs Prevention & Recovery Strategy Conceptual Plan
  - Concept Developed by St. Johns River Water Management District.
  - Would Use Surface Water Treated at County's Yankee Lake Surface WTP, Piped to Orange County, and Injected into MAR System Near Rock Springs in Orange County.
  - Participants Would Get Increased Groundwater Allocation for Drinking Water Production.





# Maintaining Drinking Water Quality

- Manage Contaminants and Regulatory Compliance through Operations and Treatment Practices.
- Implement Procedures and Projects to Remove Contaminants.
  - Testing of Treatment Processes is Underway.



## Proposed Master Plan Framework for Future Water Supply

- Implement the Water Conservation Plan and Holistic Water Policy.
- Evaluate Reclaimed Water System Expansion.
- Determine Drinking Water Quality Operations and Treatment Improvements.
- Conduct Capital Improvements Projects (Reclaimed Water Distribution, Exploratory Test Well, Well Deepening, Surface WTP improvements, WTP Treatment Improvements).
- Participate in and Coordinate with Regulatory Initiatives – CFWI, Regional Water Supply Plans.
- Explore Regional Solutions/Projects.
- Prepare for CUP Renewal – Expiring in 2029.

# Work Session Schedule

- ~~September 2024 – Kickoff, Utility Demand Projections – COMPLETE~~
- November 2024 – Water Supply and Conservation
- January 2025 – Treatment and Transmission Mains
- April 2025 – Capital Improvements Plan (CIP)
- September 2025 – Final Master Plan Report

# Input from Commissioners on Proposed Master Plan Framework



Challenging today.  
Reinventing tomorrow.

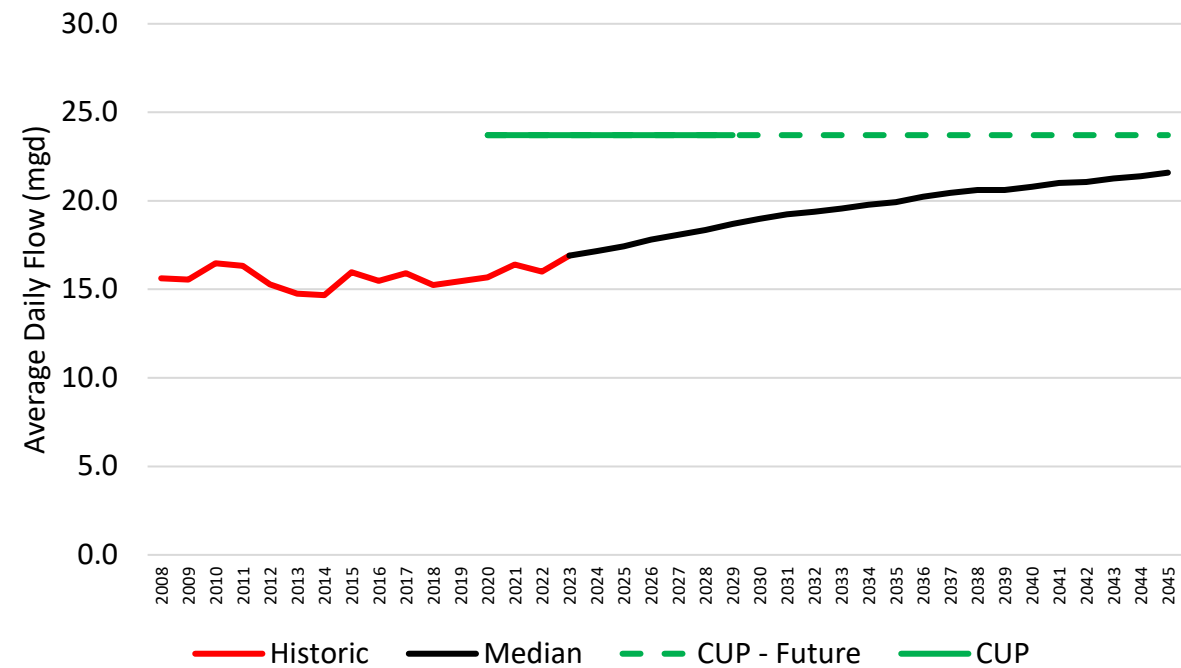




# All Service Area Summary:

## Scenario 1 (Historic Growth + Key Developments)

|      | 2023 ADF | 2045 ADF | 2045 CUP |
|------|----------|----------|----------|
| NESA | 2.9      | 4.0      | 3.58     |
| NWSA | 4.2      | 5.0      | 4.24     |
| SESA | 8.7      | 11.2     | 13.80    |
| SWSA | 1.1      | 1.3      | 2.09     |
| All  | 16.9     | 21.5     | 23.71    |





# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1382**

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### **Title:**

**Master's Academy Special Exception Amendment** - Consider an amendment to an existing private school Special Exception to allow three (3) existing temporary portables for permanent placement located at 1500 Lukas Lane, Oviedo, in the A-1 (Agriculture) district; BS2024-01 (McCree Construction, Applicant) District1 - Dallari (Kathy Hammel, Principal Planner)

### **Department/Division:**

Development Services - Planning and Development

### **Authorized By:**

Rebecca Hammock, Development Services Director

### **Contact/Phone Number:**

Kathy Hammel/407-665-7389

### **Background:**

The Applicant is requesting an amendment to an existing private school (Master's Academy) Special Exception to allow permanent placement of three (3) portable buildings on the subject property. The three (3) portables were approved in 2021 as temporary structures for six (6) months. The applicant would like to change the portables from a temporary use to permanent use, therefore an amendment to the Special Exception is required.

The addition of the portable classrooms will not increase the allowable number of students (1,200) or the number of staff members.

The Master's Academy Special Exception was approved on July 27, 1998, for a middle and high school. In 2018, an amendment was approved to the Special Exception to replace two existing portable classrooms with one classroom building and two (2) administration buildings. The existing total area of the buildings at the campus is 162,560 square feet and the proposed permanent portable classrooms total 2,592 square feet, which is only a 1.59 percent (1.59%) increase of the permanent buildings' square footage.

## Staff Findings:

As provided for in Section 30.3.1.5 of the Land Development Code of Seminole County, the Planning and Zoning Commission shall hold a public hearing to consider a proposed Special Exception and submit in writing its recommendations on the proposed action and if the Special Exception should be denied or granted with appropriate conditions and safeguards to the Board of County Commissioners for official action. After review of an application and a public hearing thereon, with due public notice, the Board of County Commissioners may allow the amendment of the Special Exception; provided, however, that said Board must first make a determination that the use requested:

### *IS NOT DETRIMENTAL TO THE CHARACTER OF THE AREA OR NEIGHBORHOOD OR INCONSISTENT WITH TRENDS OF DEVELOPMENT IN THE AREA:*

The Special Exception amendment would allow the change of three (3) temporary portable classrooms to permanent ones. The approximately 31-acre subject parcel is developed as an elementary, middle, and high school established by an approved Special Exception.

The Master's Academy Campus currently consists of athletic fields, parking facilities, and several buildings. The proposed permanent portable classrooms are consistent with the established school use.

### *DOES NOT HAVE AN UNDULY ADVERSE EFFECT ON EXISTING TRAFFIC PATTERNS, MOVEMENTS AND VOLUMES:*

The addition of three (3) portable classrooms will not increase the number of students or staff and as such, the expansion is not creating undue adverse effects on existing traffic patterns, movements and volumes.

### *IS CONSISTENT WITH THE SEMINOLE COUNTY COMPREHENSIVE PLAN:*

Middle and High Schools are permitted by Special Exception in the Medium Density Residential (MDR) future land use designation; and is therefore, consistent with the Seminole County Comprehensive Plan.

### *MEETS ANY ADDITIONAL REQUIREMENTS SPECIFIED IN THE CODE SECTION*

**AUTHORIZING THE USE IN A PARTICULAR ZONING DISTRICT OR CLASSIFICATION:**

- i. Is consistent with the general zoning plan of the rural zoning classifications; and
- ii. Is not highly intensive in nature; and
- iii. Is compatible with the concept of low-density rural land use; and
- iv. Has access to an adequate level of public services such as sewer, water, police, fire, schools and related services.

The Master's Academy Campus is bounded by Home Depot on the northeast, Lukas Nursery on east, SR 417 on the west, and agricultural property on the south side across Slavia Road. The expansion of the school will not impact the existing uses on the neighboring properties.

The existing trend of development of the area is agricultural, residential, and commercial uses. The Master's Academy has been established since 1998 and the proposed expansion of the school will not increase the number of students or adversely impact the surrounding properties; therefore, the proposed expansion to the Master's Academy site plan is in character with existing uses and compatible with the trend of development of the area.

The subject property is serviced by Seminole County Water and Sewer.

Sec. 30.124 (b)(4) of the Land Development Code of Seminole County identifies public and private nursery schools, kindergartens, middle schools, high schools, and colleges as Special Exception uses in the A-1 zoning category.

**WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST:**

The Master's Academy school has operated on this site for over two decades and the permanent placement of three (3) existing portables would not change the primary function of the campus, nor its relationship to the surrounding area. The campus is not out of character with the surrounding uses; therefore, the granting of the subject Special Exception will not adversely affect the public interest.

In compliance with Seminole County Land Development Code Sec. 30.49 - Community Meeting Procedure, the Applicant conducted a community meeting on April 9, 2024;

details of the community meeting have been provided in the agenda package.

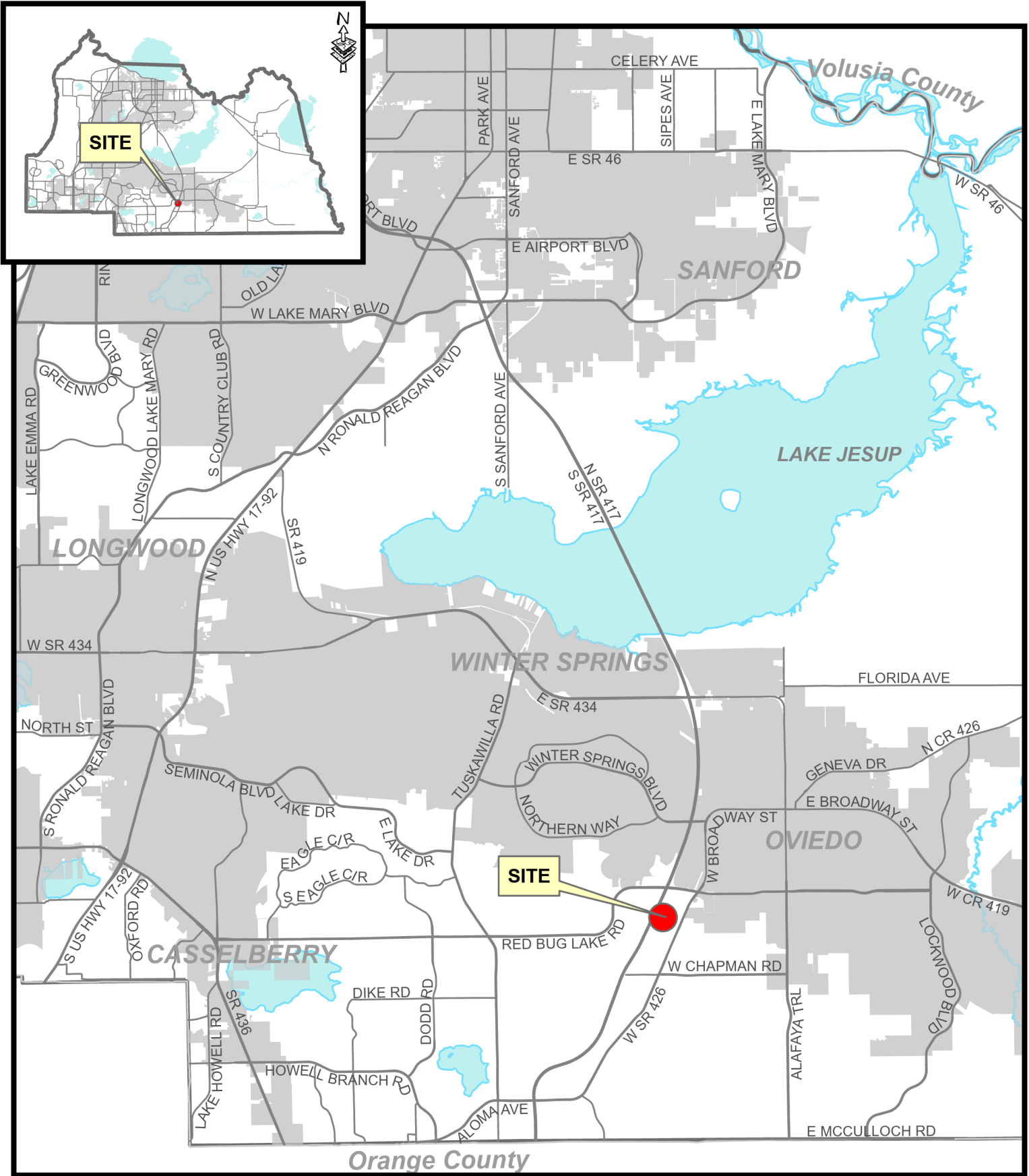
Planning and Zoning Commission

The Planning and Zoning Commission met on October 2, 2024, and voted unanimously to recommend the Board of County Commissioners approve an amendment to an existing private school to allow three (3) existing temporary portables for permanent placement located at 1500 Lukas Lane, Oviedo, in the A-1 (Agriculture) district.

The Planning and Zoning minutes from the July 10, 2024, meeting are attached.

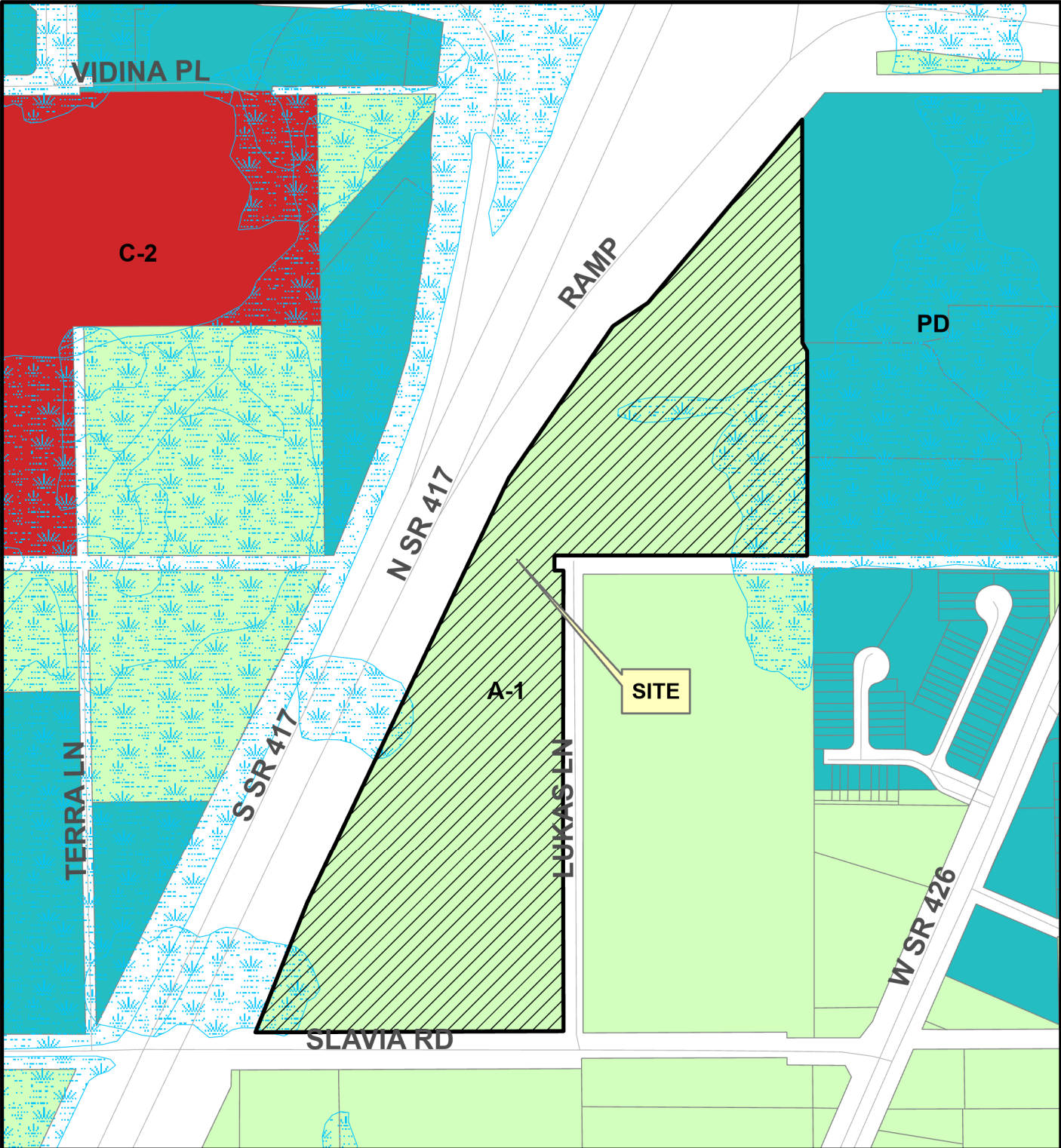
**Requested Action:**

Staff requests that the Board approve an amendment to the existing private school special exception to allow permanent placement of three (3) existing temporary portables located at 1500 Lukas Lane, Oviedo.



Date: 7/30/2024

Name BS2024-001SiteMap



Project Name: Master's Academy  
Special Exception Amendment  
Project No.: BS2024-001  
Applicant: McCree Construction  
  
Project Zoning: A-1



- |  |   |
|--|---|
|  Site |  C-2 |
|  CONS |  PD  |
|  A-1  |   |





Project Name: Master's Academy  
 Special Exception Amendment  
 Project No.: BS2024-001  
 Applicant: McCree Construction

Project Location:  
 1500 Lukas Lane  
 Oviedo, FL 32765



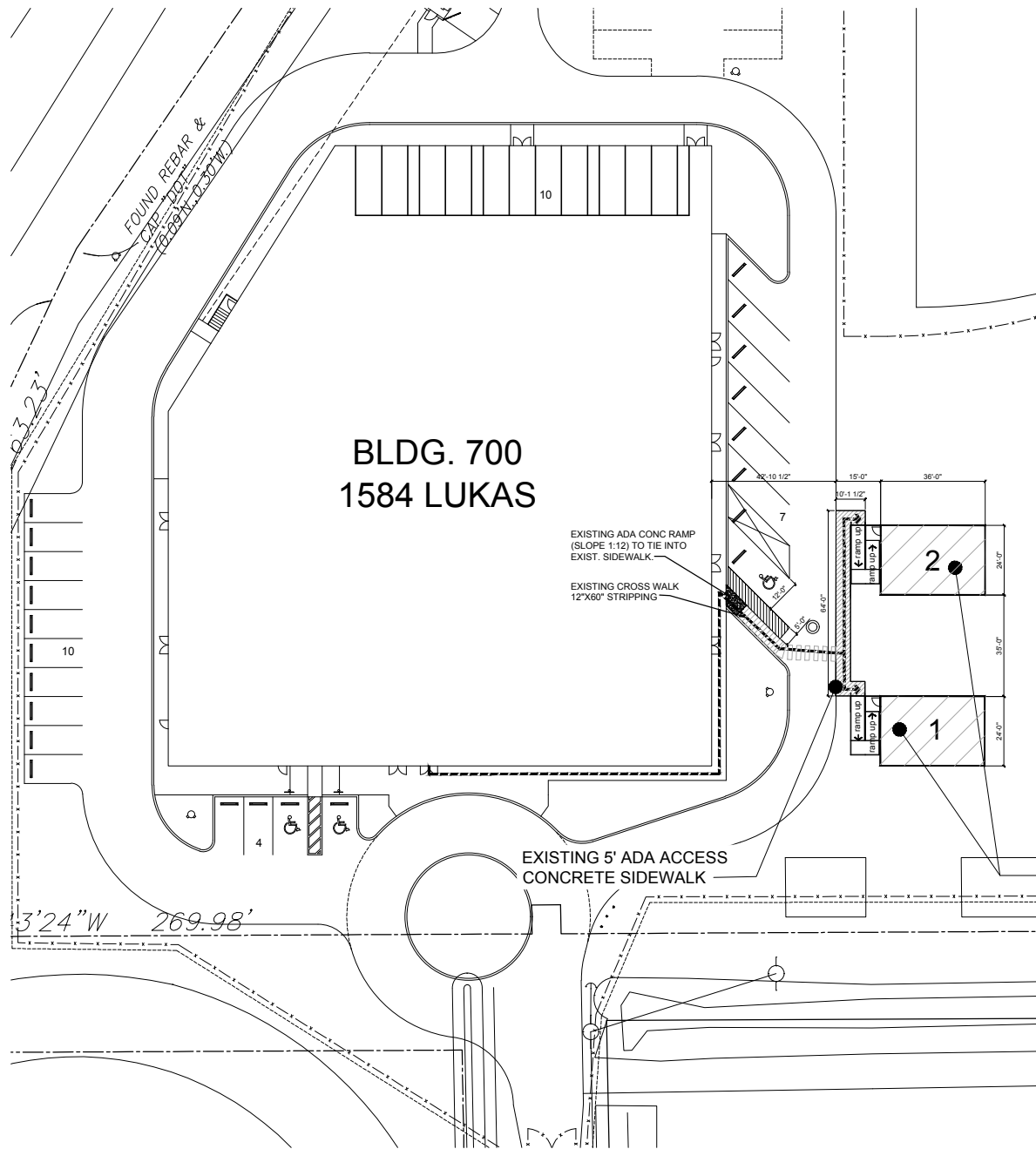
Site

Date: 7/30/2024

Name BS2024-001Aerial

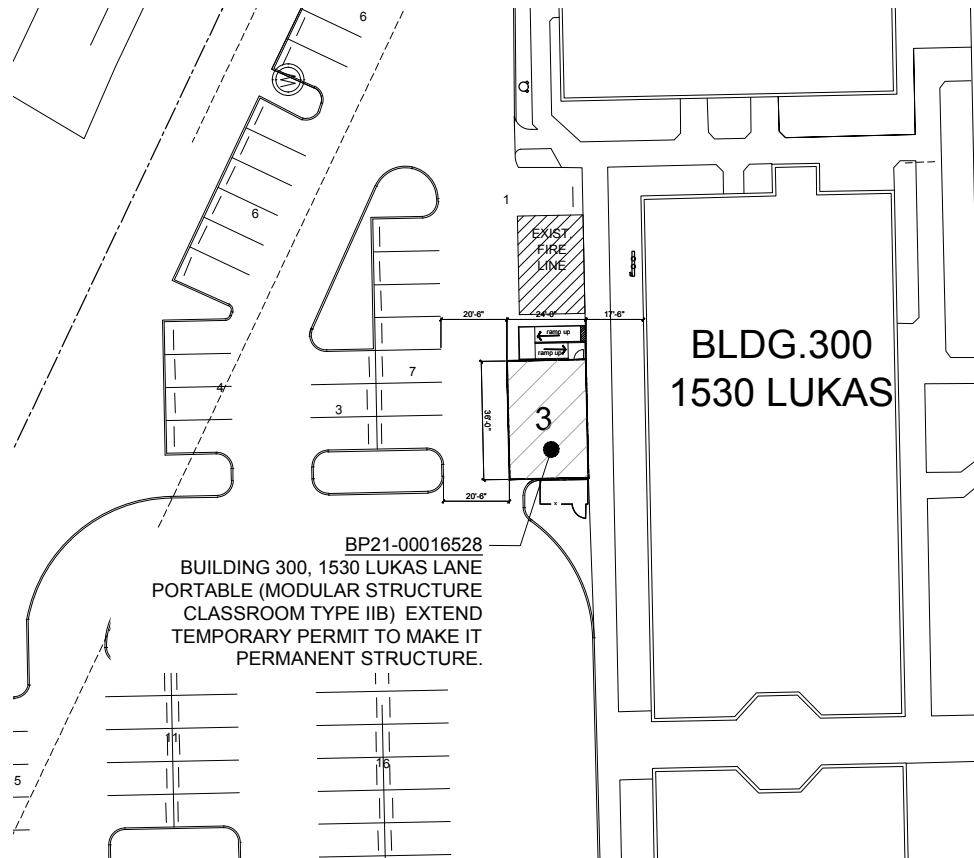


X:\AE\0602024\24-114-20 TMA Classroom Portables Permit Extension\DRAWINGS\24-114 TMA Classroom portables.dwg Fri, 12 Jul 2024 03:36 pm



 **BUILDING 700  
PORTABLE LOCATION**  
1  
AS1  
SCALE: NTS

**BP21-00013632**  
BUILDING 700, 1584 LUKAS LANE  
(2) EXISTING PORTABLES  
(MODULAR STRUCTURE  
CLASSROOM TYPE IIB). EXTEND  
TEMPORARY PERMIT TO MAKE IT  
PERMANENT STRUCTURE.



 **BUILDING 300  
PORTABLE LOCATION**  
2  
AS1  
SCALE: NTS

**PARCEL ID:** 16-21-31-5CA-0000-028A  
**SITE ZONING:** AGRICULTURAL-1Ac

**ZONING OF ADJACENT PROPERTIES:**  
NORTHEAST: PCD  
ALL OTHERS: A-1

| BUILDING DATA: |           |
|----------------|-----------|
| BLDG. 100 =    | 25,680 SF |
| BLDG. 200 =    | 29,247 SF |
| BLDG. 300 =    | 28,050 SF |
| BLDG. 400 =    | 5,458 SF  |
| BLDG. 500 =    | 10,425 SF |
| BLDG. 600 =    | 6,848 SF  |
| BLDG. 700 =    | 37,453 SF |
| BLDG. 800 =    | 4,961 SF  |

|                |          |
|----------------|----------|
| COVER PLAY =   | 7,560 SF |
| (3) PORTABLE = | 2,592 SF |
| (2) SHED =     | 1,132 SF |
| MISC BLDG. =   | 5,746 SF |

**TOTAL BUILDING AREA= 165,152 SF**

**PAVING AREA/SIDEWALK**

|                   |            |
|-------------------|------------|
| ASPHALT PARKING = | 217,813 SF |
| SIDEWALK =        | 51,745 SF  |
| TRACK =           | 43,533 SF  |

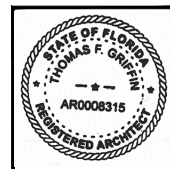
**TOTAL PAVE AREA/SIDEWALK = 313,091 SF**

TOTAL PERVIOUS AREA = 478,243 SF  
TOTAL IMPERVIOUS AREA = 862,839 SF

TOTAL SITE AREA = 1,341,082 SF OR 30.79 ACRES

**PARKING CALCULATIONS:**

TOTAL PARKING SPACES REQUIRED: 458 SPACES  
PROVIDED: 478 SPACES



**TOM F. GRIFFEN**  
LIC. No.: AR-0008315

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEAL  
BY TOM F. GRIFFEN USING DIGITAL SIGNATURE, AND DATE.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED  
SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

**SITE PLAN PORTABLE LOCATION PLANS**

**THE MASTERS ACADEMY  
CLASSROOM PORTABLES  
1500 LUKAS LN.  
OVIEDO, FL 32765**

**AS1**

**McCreary**  
License No.  
AAC002100

500 E. Princeton St.  
Orlando, FL 32803  
P.O. Box 547369  
Orlando, FL 32854-7369  
Phone: 407-898-4821  
Fax: 407-896-5763

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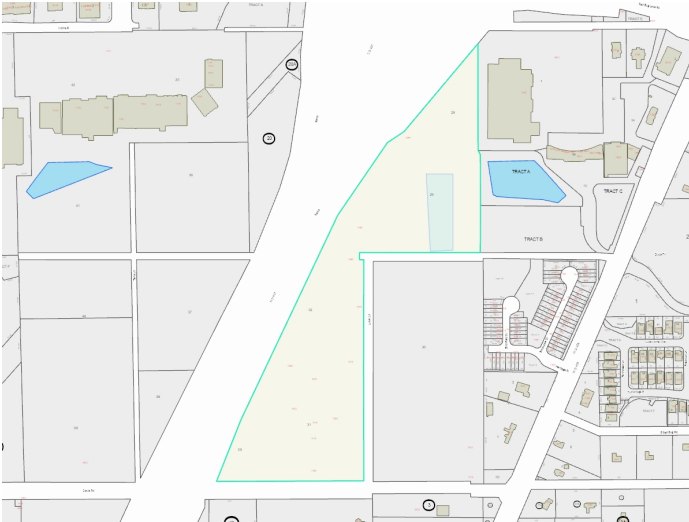
| DATE        | REVIEW    |
|-------------|-----------|
| 04/19/24    | 24.114.20 |
| 07/12/24    | 04/19/24  |
| COORDINATOR | RTM JR.   |
| ARCHITECT   | TFG       |
| CAPTAIN     | VPG       |
| FILE        | 24114.dwg |

# Property Record Card



**Parcel:** 16-21-31-5CA-0000-028A  
**Property Address:** 1500 LUKAS LN OVIEDO, FL 32765  
**Owners:** TMA PROPERTIES FOUNDATION INC  
 2024 Market Value \$14,448,341 Assessed Value \$14,072,231  
 2023 Tax Bill \$0.00 Tax Savings with Exemptions \$170,248.41  
 Private School & College property w/1st Building size of 23,400 SF and a lot size of 30.89 Acres

Parcel Location



Site View



1621315CA0000028A 06/20/2022

Parcel Information

|                   |  |
|-------------------|--|
| Parcel            | 16-21-31-5CA-0000-028A                 |
| Property Address  | 1500 LUKAS LN<br>OVIEDO, FL 32765      |
| Mailing Address   | 1500 LUKAS LN<br>OVIEDO, FL 32765-6629 |
| Subdivision       | SLAVIA COLONY COS SUBD                 |
| Tax District      | 01:County Tax District                 |
| DOR Use Code      | 72:Private School & College            |
| Exemptions        | 36-CHURCH/RELIGIOUS (2011)             |
| AG Classification | No                                     |

Value Summary

|   | 2024 Working Values | 2023 Certified Values |
|---|---------------------|-----------------------|
| Valuation Method                              | Cost/Market         | Cost/Market           |
| Number of Buildings                           | 8                   | 8                     |
| Depreciated Building Value                    | \$11,967,035        | \$10,399,523          |
| Depreciated Other Features                    | \$941,806           | \$853,914             |
| Land Value (Market)                           | \$1,539,500         | \$1,539,500           |
| Land Value Agriculture                        | \$0                 | \$0                   |
| Market Value                                  | \$14,448,341        | \$12,792,937          |
| Portability Adjustment                        | \$0                 | \$0                   |
| Save Our Homes Adjustment/Maximum Portability | \$0                 | \$0                   |
| P&G Adjustment                                | \$376,110           | \$0                   |
| Non-Hx 10% Cap (AMD 1)                        | \$0                 | \$0                   |
| Assessed Value                                | \$14,072,231        | \$12,792,937          |

2023 Certified Tax Summary

|                             |              |
|-----------------------------|--------------|
| Tax Amount w/o Exemptions   | \$170,248.41 |
| Tax Bill Amount             | \$0.00       |
| Tax Savings with Exemptions | \$170,248.41 |

Owner(s)

Name - Ownership Type

TMA PROPERTIES FOUNDATION INC

Note: Does NOT INCLUDE Non Ad Valorem Assessments

## Legal Description

LOTS 28 29 & 33 ELY OF EXPRESSWAY (LESS RD  
& N 1/2 OF VACD ST ADJ ON S  
& LOTS 31 32 & 38 ELY OF EXPRESSWAY (LESS  
RD) & S 1/2 OF VACD ST ADJ ON N  
SLAVIA COLONY COS SUBD  
PB 2 PG 71

## Taxes

| Taxing Authority                   | Assessed     | Exempt Amount | Taxable |
|------------------------------------|--------------|---------------|---------|
| COUNTY GENERAL FUND                | \$14,072,231 | \$14,072,231  | \$0     |
| Schools                            | \$14,448,341 | \$14,448,341  | \$0     |
| FIRE                               | \$14,072,231 | \$14,072,231  | \$0     |
| ROAD DISTRICT                      | \$14,072,231 | \$14,072,231  | \$0     |
| SJWM(Saint Johns Water Management) | \$14,072,231 | \$14,072,231  | \$0     |

## Sales

| Deed Type             | Date      | Sale Amount | Book / Page | Sale Type | Qualified? |
|-----------------------|-----------|-------------|-------------|-----------|------------|
| SPECIAL WARRANTY DEED | 12/1/2009 | \$100       | 07298/0336  | Improved  | No         |
| WARRANTY DEED         | 11/1/1998 | \$567,000   | 03529/1604  | Vacant    | No         |
| QUIT CLAIM DEED       | 5/1/1990  | \$100       | 02187/0245  | Vacant    | No         |
| QUIT CLAIM DEED       | 5/1/1990  | \$100       | 02187/0243  | Vacant    | No         |

## Land

| Units       | Rate          | Assessed    | Market      |
|-------------|---------------|-------------|-------------|
| 30.79 Acres | \$50,000/Acre | \$1,539,500 | \$1,539,500 |

| Building Information |                                    |
|----------------------|------------------------------------|
| #                    | 1                                  |
| Use                  | MASONRY PILASTER .                 |
| Year Built*          | 2001                               |
| Bed                  |                                    |
| Bath                 |                                    |
| Fixtures             | 0                                  |
| Base Area (ft²)      | 23400                              |
| Total Area (ft²)     |                                    |
| Constuction          | CONCRETE BLOCK-STUCCO -<br>MASONRY |
| Replacement Cost     | \$3,184,288                        |
| Assessed             | \$2,372,295                        |

Building 1

\* Year Built = Actual / Effective

| Building Information |                        |
|----------------------|------------------------|
| #                    | 2                      |
| Use                  | STEEL/PRE ENGINEERED.  |
| Year Built*          | 2001                   |
| Bed                  |                        |
| Bath                 |                        |
| Fixtures             | 0                      |
| Base Area (ft²)      | 22082                  |
| Total Area (ft²)     |                        |
| Constuction          | BRICK COMMON - MASONRY |
| Replacement Cost     | \$3,062,266            |
| Assessed             | \$2,204,832            |

Building 2

\* Year Built = Actual / Effective

| Appendages          |            |
|---------------------|------------|
| Description         | Area (ft²) |
| OPEN PORCH FINISHED | 9994       |

| Building Information |                       |
|----------------------|-----------------------|
| #                    | 3                     |
| Use                  | STEEL/PRE ENGINEERED. |
| Year Built*          | 2001                  |
| Bed                  |                       |
| Bath                 |                       |
| Fixtures             | 0                     |
| Base Area (ft²)      | 19275                 |
| Total Area (ft²)     |                       |
| Constuction          | NO WALLS              |
| Replacement Cost     | \$2,310,811           |
| Assessed             | \$1,663,784           |

Building 3

\* Year Built = Actual / Effective

| Building Information |                    |
|----------------------|--------------------|
| #                    | 4                  |
| Use                  | MASONRY PILASTER . |
| Year Built*          | 2005               |
| Bed                  |                    |
| Bath                 |                    |
| Fixtures             | 0                  |
| Base Area (ft²)      | 19346              |
| Total Area (ft²)     |                    |
| Constuction          | NO WALLS           |
| Replacement Cost     | \$2,345,317        |
| Assessed             | \$1,841,074        |

Building 4

\* Year Built = Actual / Effective

| Building Information |                        |
|----------------------|------------------------|
| #                    | 5                      |
| Use                  | MASONRY PILASTER .     |
| Year Built*          | 2004                   |
| Bed                  |                        |
| Bath                 |                        |
| Fixtures             | 0                      |
| Base Area (ft²)      | 27414                  |
| Total Area (ft²)     |                        |
| Constuction          | BRICK COMMON - MASONRY |
| Replacement Cost     | \$3,499,728            |
| Assessed             | \$2,712,289            |

Building 5

\* Year Built = Actual / Effective

| Appendages          |            |
|---------------------|------------|
| Description         | Area (ft²) |
| CANOPY              | 594        |
| OPEN PORCH FINISHED | 1482       |
| UTILITY FINISHED    | 112        |

| Building Information |                        |
|----------------------|------------------------|
| #                    | 6                      |
| Use                  | MASONRY PILASTER .     |
| Year Built*          | 2003                   |
| Bed                  |                        |
| Bath                 |                        |
| Fixtures             | 0                      |
| Base Area (ft²)      | 9872                   |
| Total Area (ft²)     |                        |
| Constuction          | BRICK COMMON - MASONRY |
| Replacement Cost     | \$1,291,202            |
| Assessed             | \$987,770              |

Building 6

\* Year Built = Actual / Effective

| Appendages          |            |
|---------------------|------------|
| Description         | Area (ft²) |
| OPEN PORCH FINISHED | 128        |

| Building Information |                                    |
|----------------------|------------------------------------|
| #                    | 7                                  |
| Use                  | MASONRY PILASTER .                 |
| Year Built*          | 2004                               |
| Bed                  |                                    |
| Bath                 |                                    |
| Fixtures             | 0                                  |
| Base Area (ft²)      | 875                                |
| Total Area (ft²)     |                                    |
| Constuction          | CONCRETE BLOCK-STUCCO -<br>MASONRY |
| Replacement Cost     | \$126,056                          |
| Assessed             | \$97,693                           |

Building 7

\* Year Built = Actual / Effective

| Building Information |                                    |
|----------------------|------------------------------------|
| #                    | 8                                  |
| Use                  | MASONRY PILASTER .                 |
| Year Built*          | 2004                               |
| Bed                  |                                    |
| Bath                 |                                    |
| Fixtures             | 0                                  |
| Base Area (ft²)      | 875                                |
| Total Area (ft²)     |                                    |
| Constuction          | CONCRETE BLOCK-STUCCO -<br>MASONRY |
| Replacement Cost     | \$112,642                          |
| Assessed             | \$87,298                           |

Building 8

\* Year Built = Actual / Effective

| Permits  |  |          |          |             |
|----------|--|----------|----------|-------------|
| Permit # | Description  | Value    | CO Date  | Permit Date |
| 08672    | 1520 LUKAS LN: ALTERATION<br>COMMERCIAL-Type IIB, CMU/Metal<br>building [SLAVIA COLONY COS SUBD] | \$50,000 | 8/5/2024 | 7/1/2024    |
| 16001    | 1584 LUKAS LN: RADIO ENHANCEMENT<br>SYSTEM-School [SLAVIA COLONY COS<br>SUBD]                    | \$42,000 |          | 12/21/2023  |
| 12588    | 1500 LUKAS LN: GAS - COMMERCIAL-<br>PRIVATE SCH & COLLEGE [SLAVIA<br>COLONY COS SUBD]            | \$0      |          | 8/17/2023   |

|       |  |             |            |            |
|-------|--|-------------|------------|------------|
| 07325 | 1550 LUKAS LN: ALTERATION<br>COMMERCIAL-Metal building NEED CC<br>[SLAVIA COLONY COS SUBD]               | \$60,000    | 2/23/2024  | 6/2/2023   |
| 08216 | 1500 LUKAS LN: ALTERATION<br>COMMERCIAL-Level 2 alteration, CC no CO<br>[SLAVIA COLONY COS SUBD]         | \$30,000    | 5/1/2024   | 5/31/2023  |
| 05018 | 1500 LUKAS LN: ALTERATION<br>COMMERCIAL-steel structure [SLAVIA<br>COLONY COS SUBD]                      | \$1,200,000 | 3/5/2024   | 4/27/2023  |
| 06039 | 1500 LUKAS LN: ALTERATION<br>COMMERCIAL-Masonry building [SLAVIA<br>COLONY COS SUBD]                     | \$40,000    | 10/7/2022  | 5/25/2022  |
| 00035 | 1584 LUKAS LN: OTHER BUILDING<br>COMMERCIAL- [SLAVIA COLONY COS<br>SUBD]                                 | \$28,717    |            | 2/23/2022  |
| 14667 | 1584 LUKAS LN: ALTERATION<br>COMMERCIAL-Interior Build-out CC<br>[SLAVIA COLONY COS SUBD]                | \$1,100,000 | 2/23/2024  | 10/20/2021 |
| 16528 | 1530 LUKAS LN: OTHER BUILDING<br>COMMERCIAL-TEMP MODULAR<br>CLASSROOM CO [SLAVIA COLONY COS<br>SUBD]     | \$8,300     | 11/16/2021 | 9/15/2021  |
| 13632 | 1584 LUKAS LN: STRUCTURES OTHER<br>THAN BUILDINGS-Temporary Modular<br>Building [SLAVIA COLONY COS SUBD] | \$25,000    | 11/16/2021 | 9/10/2021  |
| 11356 | 1530 LUKAS LN: ALTERATION<br>COMMERCIAL-INTERIOR ALTERATION CC<br>[SLAVIA COLONY COS SUBD]               | \$100,000   | 11/2/2021  | 7/15/2021  |
| 11957 | 1584 LUKAS LN: ELECTRICAL -<br>COMMERCIAL-Sheds [SLAVIA COLONY<br>COS SUBD]                              | \$1,100     |            | 8/26/2020  |
| 02303 | 1584 LUKAS LN: OTHER BUILDING<br>COMMERCIAL-2 SHEDS [SLAVIA COLONY<br>COS SUBD]                          | \$12,000    | 7/28/2020  | 6/1/2020   |
| 12840 | 1500 LUKAS LN: FENCE/WALL<br>COMMERCIAL- [SLAVIA COLONY COS<br>SUBD]                                     | \$3,800     |            | 9/25/2019  |
| 12338 | 1570 LUKAS LN: SIGN (POLE,WALL,FACIA)<br>-illuminated channel letters [SLAVIA<br>COLONY COS SUBD]        | \$8,980     |            | 9/20/2019  |
| 02419 | 1500 LUKAS LN: ELECTRICAL -<br>COMMERCIAL- [SLAVIA COLONY COS<br>SUBD]                                   | \$10,000    |            | 8/13/2019  |
| 05834 | 1520 LUKAS LN: ALTERATION<br>COMMERCIAL-LEVEL 2 ALT, EXTERIOR<br>FINISH [SLAVIA COLONY COS SUBD]         | \$159,598   | 8/2/2019   | 5/6/2019   |
| 06323 | 2 STORY EDUCATIONAL BUILDING- 1570<br>LUKAS LN   | \$2,000,000 | 8/26/2019  | 9/4/2018   |
| 10063 | GROUND SIGN  | \$37,046    |            | 8/2/2018   |
| 11776 | DEMO- 1564 LUKAS LN  | \$4,000     |            | 7/24/2018  |
| 09178 | DEMO- 1560 LUKAS LN  | \$2,000     |            | 7/24/2018  |
| 16929 | FIRE ALARM SYSTEM - 1520 LUKAS LN  | \$1,357     |            | 12/4/2017  |
| 13555 | LEVEL 2 ALTERATION - 1520 LUKAS LN   | \$20,000    | 2/5/2018   | 10/6/2017  |
| 08135 | PLUMBING   | \$1,050     |            | 6/14/2017  |
| 14454 | SWIMMING POOL - 1350 LUKAS ACRES<br>WAY  | \$45,000    |            | 12/16/2016 |



|       |  |             |           |            |
|-------|--|-------------|-----------|------------|
| 11824 | REPIPE FIRE SYSTEM TO COVER NEW APPLIANCE - CAFETERIA - 1516 LUKAS LN                    | \$1,100     |           | 10/12/2016 |
| 11321 | ELECTRICAL   | \$1,580     |           | 9/28/2016  |
| 07234 | INSTALL 2 FLUSH MOUNTED INTERNALLY ILLUMINATED CHANNEL LETTER WALL SIGNS - 1584 LUKAS LN | \$2,300     |           | 6/22/2016  |
| 07007 | INSTALL 364 LF OF 6' HIGH BLACK ALUMINUM FENCING W/4 GATES @ FRONT OF NEW BUILDING       | \$16,250    |           | 6/16/2016  |
| 05230 | ELECTRICAL   | \$59,233    |           | 5/6/2016   |
| 04757 | ELECTRICAL - 1500 LUCAS LN   | \$10,000    |           | 4/28/2016  |
| 04496 | PLUMBING   | \$4,780     |           | 4/21/2016  |
| 04383 | FIRE SPRINKLER INSTALLATION - 1584 LUKAS LN  | \$83,000    |           | 4/19/2016  |
| 02223 | FIRE ALARM SYSTEM INSTALLATION - 1500 LUKAS LN   | \$1,276     |           | 3/1/2016   |
| 00893 | FIRE ALARM INSTALLATION  | \$27,500    |           | 2/24/2016  |
| 01002 | FOUNDATION AND SUPPORT FOR SCOREBOARD  | \$5,000     |           | 2/17/2016  |
| 01517 | 2 WOOD FRAME SOFTBALL DUGOUTS  | \$41,774    | 3/29/2016 | 2/12/2016  |
| 00213 | SITE LIGHTING  | \$60,000    |           | 2/2/2016   |
| 00679 | FENCE/WALL   | \$16,500    |           | 2/1/2016   |
| 11663 | PLUMBING   | \$4,375     |           | 10/14/2015 |
| 05406 | NEW ASSEMBLY BUILDING - 1584 LUKAS LN  | \$6,848,735 | 9/8/2016  | 5/19/2015  |

| Extra Features              |            |        |           |           |
|-----------------------------|------------|--------|-----------|-----------|
| Description                 | Year Built | Units  | Cost      | Assessed  |
| WALKS CONC COMM             | 2001       | 21495  | \$100,167 | \$45,075  |
| WALKS CONC COMM             | 2001       | 21495  | \$100,167 | \$45,075  |
| COMMERCIAL CONCRETE DR 4 IN | 2001       | 6176   | \$28,780  | \$12,951  |
| COMMERCIAL CONCRETE DR 4 IN | 2001       | 6176   | \$28,780  | \$12,951  |
| COMMERCIAL ASPHALT DR 2 IN  | 2001       | 143152 | \$350,722 | \$157,825 |
| COMMERCIAL ASPHALT DR 2 IN  | 2001       | 143152 | \$350,722 | \$157,825 |
| 6' CHAIN LINK FENCE         | 2001       | 4089   | \$47,760  | \$19,104  |
| 6' CHAIN LINK FENCE         | 2001       | 4089   | \$47,760  | \$19,104  |
| 12' CHAIN LINK FENCE        | 2001       | 702    | \$16,406  | \$6,562   |
| 12' CHAIN LINK FENCE        | 2001       | 702    | \$16,406  | \$6,562   |
| ALUM FENCE                  | 2001       | 7398   | \$45,720  | \$20,574  |
| ALUM FENCE                  | 2001       | 7398   | \$45,720  | \$20,574  |
| BASKETBALL COURT/CONCRETE   | 2001       | 8961   | \$36,919  | \$16,614  |
| BASKETBALL COURT/CONCRETE   | 2001       | 8961   | \$36,919  | \$16,614  |
| POLE LIGHT 1 ARM            | 2001       | 17     | \$31,518  | \$31,518  |
| POLE LIGHT 1 ARM            | 2001       | 17     | \$31,518  | \$31,518  |
| POLE LIGHT 2 ARM            | 2001       | 10     | \$36,050  | \$36,050  |

|                  |      |    |          |          |
|------------------|------|----|----------|----------|
| POLE LIGHT 2 ARM | 2001 | 10 | \$36,050 | \$36,050 |
| POLE LIGHT 4 ARM | 2001 | 6  | \$46,350 | \$46,350 |
| POLE LIGHT 4 ARM | 2001 | 6  | \$46,350 | \$46,350 |
| POLE LIGHT 5 ARM | 2001 | 8  | \$78,280 | \$78,280 |
| POLE LIGHT 5 ARM | 2001 | 8  | \$78,280 | \$78,280 |

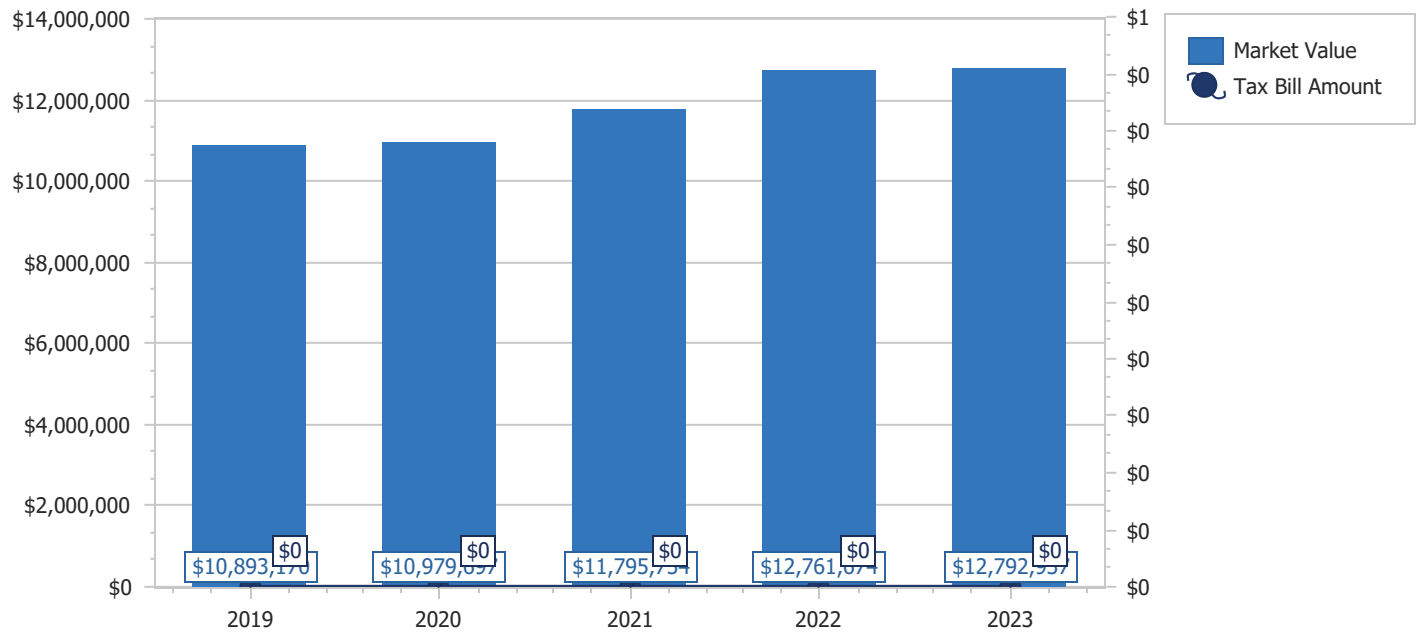
| Zoning          |                            |
|-----------------|----------------------------|
| Zoning          | A-1                        |
| Description     | Agricultural-1Ac           |
| Future Land Use | MDR                        |
| Description     | Medium Density Residential |

| Political Representation |                             |
|--------------------------|-----------------------------|
| Commissioner             | District 1 - Bob Dallari    |
| US Congress              | District 7 - Cory Mills     |
| State House              | District 38 - David Smith   |
| State Senate             | District 10 - Jason Brodeur |
| Voting Precinct          | Precinct 61                 |

| School Districts |               |
|------------------|---------------|
| Elementary       | Evans         |
| Middle           | Indian Trails |
| High             | Oviedo        |

| Utilities      |                           |
|----------------|---------------------------|
| Fire Station # | Station: 46 Zone: 465     |
| Power Company  | DUKE                      |
| Phone (Analog) | AT&T                      |
| Water          | Seminole County Utilities |
| Sewage         | Seminole County Utilities |
| Garbage Pickup |                           |
| Recycle        |                           |
| Yard Waste     |                           |
| Hauler #       |                           |

## Property Value History



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Seminole County Planning & Development  
1101 E 1<sup>st</sup> Street  
Sanford, FL 32771

Project#: 24-32000002

To whom it may concern:

The Masters Academy (TMA) is an existing private school located at 1500 Lucas Lane, Oviedo, Florida 32765. In 2021 TMA permitted and installed (3) portable classroom buildings on their campus, where shown on the plans, and they would like to request an Amendment to their Special Exception to change the status of the (3) portables from “temporary” to “permanent”. The existing allowable number of students is 1,200 and the portable classrooms do not change this number or the number of staff. The existing total area of the buildings on campus is 162,560 sf (not including the portables) and the (3) portable classrooms are 2,592 sf total, that adds only 1.59 percent increase in area to 165,152 total.

**Summary of business operation:** Founded in 1986, The Master's Academy is a K - 12th grade Christian school that partners with Christian families. TMA students benefit from varying levels of academic rigor, competitive athletic offerings, innovative fine arts opportunities, and instruction from caring teachers in a safe environment. The school sits on a 30.79 acres campus that in addition to academic spaces includes a turf football field, baseball stadium, and performing arts center.

**Hours of operation:** School Office Hours: 7:30a.m. – 4:00 p.m. / Athletic Games and Fine Arts Events take place during evening hours.

**Seating capacity:** 1,200 students

**Number of clients/students:** current enrollment is 1,161

**Staff:** 155 Full Time / 215 Total (full and part time)

**Employee shifts:** Office and teaching staff have varied shifts within the range of 7:00 a.m. – 5:00 p.m. / Maintenance personnel cover shifts from 6:00 a.m. to 2p.m. and 2p.m. to 10:00 p.m.

Tom F. Griffin, AIA  
Architect  
AR-0008315

## SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On November 12, 2024, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOTS 28 29 & 33 ELY OF EXPRESSWAY (LESS RD) & N 1/2 OF VACD ST ADJ ON S  
& LOTS 31 32 & 38 ELY OF EXPRESSWAY (LESS RD) & S 1/2 OF VACD ST ADJ ON  
N SLAVIA COLONY COS SUBD PB 2 PG 71

(The above described legal description has been provided by Seminole County Property Appraiser.)

### A. FINDINGS OF FACT

**Property Owner:** Master's Academy  
1500 Lucas Lane  
Oviedo, FL 32765

**Project Name:** The Master's Academy Amendment

#### **Requested Development:**

An amendment to allow three existing (3) portable classrooms to remain on the subject on the subject property permanently.

The findings reflected in the record of the November 12, 2024, Board of County Commissioners meeting are incorporated in this Order by reference.

### B. CONCLUSIONS OF LAW

The development approval sought is consistent with the Seminole County Comprehensive Plan and is in compliance with applicable land development regulations and all other applicable regulations and ordinances.

### Order

#### **NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

- (1) The aforementioned 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, to the extent that such requirements are not inconsistent with this Development Order.

(3) The conditions upon this development approval are as follows:

- a. The Special Exception granted applies only to the three (3) portables as depicted on the Special Exception Site Plan.
- b. The layout of the proposed uses will be substantially consistent with that which is depicted on the Special Exception Site Plan.
- c. Prior to the issuance of development permits, a Site Plan that meets the requirements of all other applicable code requirements, including Chapter 40 of the Land Development Code, must be approved.
- d. This Development Order # 24-32000002 will be supplemental to the Special Exception granted through Development Order # 08-32000001. The Special Exception granted through Development Order # 08-32000001 will remain in full force and effect except to the extent that the terms therein are inconsistent with this Development Order.

(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 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) All applicable state or federal permits must be obtained before commencement of the development authorized by this Development Order.

(7) 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.

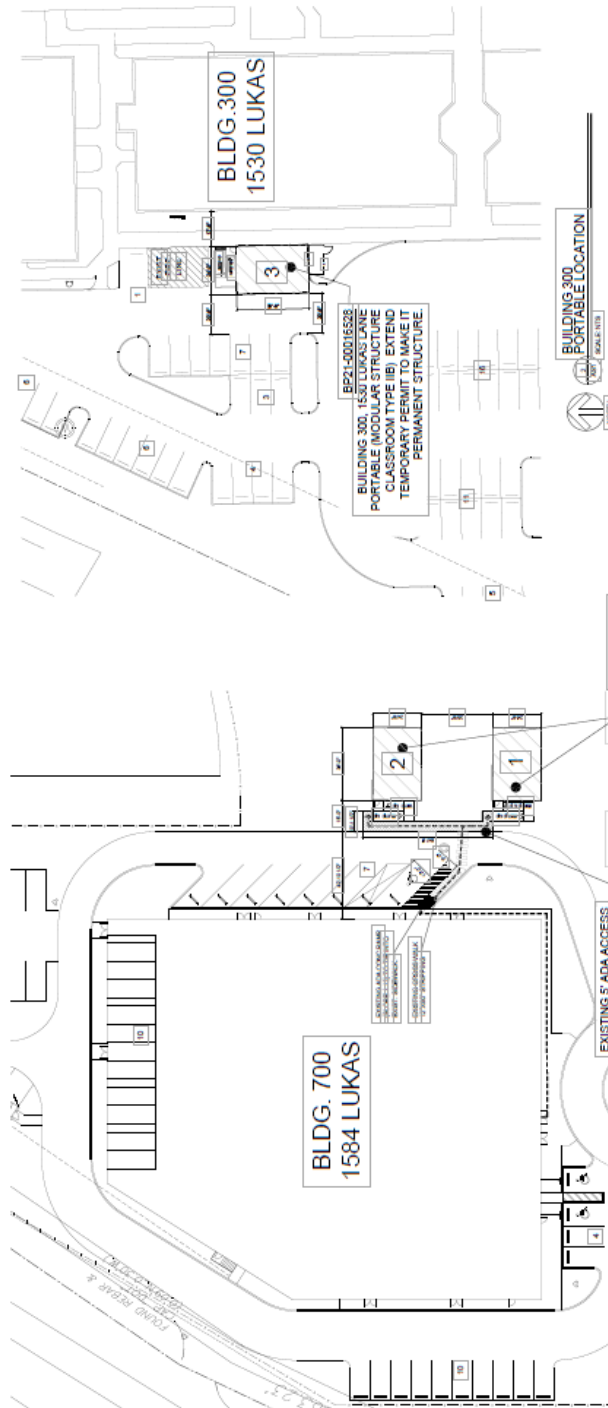
**Done and Ordered on the date first written above.**

**SEMINOLE COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jay Zembower, Chairman

Prepared by: Kathy Hammel, Principal Planner  
1101 East First Street  
Sanford, Florida 32771

EXHIBIT 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 2, 2024  
6:00 PM**

**MINUTES**

**CALL TO ORDER AND ROLL CALL**

*Present (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Richard Jerman, Commissioner Brandy Ioppolo, and Commissioner Tim Smith*

**ACCEPT PROOF OF PUBLICATION**

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Brandy Ioppolo to approve the Proof of Publication. The motion passed unanimously.

*Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Richard Jerman, Commissioner Brandy Ioppolo, and Commissioner Tim Smith*

**APPROVAL OF MINUTES**

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Tim Smith to approve the September 4, 2024 Minutes, as submitted. The motion passed unanimously.

*Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Richard Jerman, Commissioner Brandy Ioppolo, and Commissioner Tim Smith*

**PUBLIC HEARING ITEMS**

**Ronald Reagan Plot Rezone** – Consider a Rezone from A-1 (Agriculture) and R-1A (Single Family Dwelling) to R-1 (Single Family Dwelling) for a proposed single family residential subdivision on approximately 4.76 acres, located on the northeast side of Ronald Reagan Boulevard, southwest of Nolan Road; (Z2024-006) (Vincent Peluso, Applicant) District 2 - Zembower (**Kaitlyn Apgar, Planner**).

Kaitlyn Apgar, Planner, presented this item as reflected in the Staff report. She further stated that the applicant proposes to develop the subject site as a single-family residential subdivision in compliance with the R-1 zoning classification with a minimum lot size of 5,000 square feet and minimum lot width at building line of 50 feet. The parcel currently has split zoning, with the western half being R-1A, Single-Family zoning district and the eastern half being A-1, Agriculture zoning. The property is currently developed as a Single-Family residence. The request for the rezone to R-1 is to allow the property to be subdivided into single family lots. The proposed subdivision intends to include the current residence on the eastern side. The number of lots is formally undetermined at this stage, but the applicant approximates 14 lots, as allowable, and in compliance with all applicable Seminole County regulations. The property has a Future Land Use of Low Density Residential (LDR), which allows a maximum density of 4 dwelling units per net buildable acre. This equates to a density of a maximum of 19 dwelling units per acre for the subject property. Proposed access is via Ronald Reagan Boulevard, which is considered an Urban Minor Arterial roadway and operating at a level of service "A". There is an existing sidewalk along Ronald Reagan Boulevard. The Developer will be required to provide internal sidewalks for the development to comply with the Land Development Code of Seminole County. The requested R-1 zoning classification does not require a plan for review during the rezone process; however, at the Preliminary Subdivision Plan review stage, the development will be evaluated for buffer requirements. The R-1 zoning district does not require open space. The subject site is currently located within the City of Sanford's utility service area, but will be transferred to Seminole County's service area and will be required to connect to Seminole County water and sewer. There is an Interlocal Agreement between the City of Sanford and Seminole County for the service boundary change, and it is pending the Memorandum of Agreement for final execution. In compliance with Seminole County Land Development Code Sec. 30.3.5 – Community Meeting Procedures, the Applicant conducted a community meeting on July 8, 2024. Staff finds the request to be consistent with the Seminole County Comprehensive Plan and compatible with the trend of development in the area. The proposed subdivision of the property into 14 lots equates to approximately three (3) dwelling units per acre, which is in compliance with the LDR Future Land Use maximum of four (4) dwelling units per acre. The standard dimensional requirements within the R-1 zoning district provide a transition between similar lot sizes to the west and larger parcels to the east. Staff recommends approval of this request, as submitted.

Matthew Osborne, for the applicant, of Orlando, Florida, stated that Staff covered everything and had nothing further to add.

Commissioner Richard Jerman asked if he is the owner of the property and Mr. Osborne responded that his father-in-law is the owner. He will be the contractor/developer.

No one from the audience spoke in favor of this request.

One person from the audience spoke in opposition to this request as follows:

Robert Bradbury, of Rooster Court, Sanford, stated that he owns the property directly adjacent to the north of this property. When Sunland Estates was built, it blocked off overflow to two sides of his property. Former owners brought in a lot of fill dirt, which necessitated a drainage easement across the property. With all of the fill that was brought in, he is at the bottom of the barrel now. The land to the south of his property was raised six feet in some

places and at least two feet everywhere. When there is a ten inch rain, before the stormwater starts flowing through the drainage easement, his septic tank stops working and his yard gets flooded. His only recourse is to block off the drainage easement and pump over a berm to bring the water down on his side just to get the water to go into the storm water system along the side of Ronald Reagan. He's concerned that with the roads and roofs will create so much runoff that even a small rain will put water in his house. The hurricanes we had two years ago he prayed for a miracle, as one inch was all it needed before it was inside his house. He thinks the amount of retention on the property is inadequate in size and in depth. He would appreciate it if topo levels will be taken into account to see where his yard and the overflow drainage is operating.

Mr. Osborne, in his rebuttal, stated that in the community meeting, Mr. Bradbury expressed his concerns and his engineers, whom are not at tonight's meeting, explained that his concerns would be considered with the Preliminary Subdivision Plan as they move forward with their design.

Commissioner Carissa Lawhun asked if Staff knows when that will be addressed.

Vladimir Simonovski, Development Review Engineering Manager, responded that Staff is aware of these issues with regards to drainage in that area. He further stated that they've already made comments as part of the project review process. His concerns will be addressed at Final Engineering stage of the project. The pond will be required, with a minimum 25/24 hour storm pre-post not to exceed the volume from existing. This request tonight is only for the Rezone stage of the project.

Commissioner Jerman asked if this is a closed basin and they will be required to retain all of their drainage on-site or is there an outfall anywhere. Mr. Simonovski responded that there is an outfall near the road in front of the property, which will carry it to the south side into the existing storm water system that is owned by the County.

Public comment was closed.

A motion was made by Commissioner Mike Lorenz, seconded by Commissioner Richard Jerman to approve and refer the Ronald Reagan Plot Rezone to the Board of County Commissioners. The motion passed unanimously.

*Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Richard Jerman, Commissioner Brandy Ioppolo, and Commissioner Tim Smith*

**Master's Academy Special Exception Amendment** – Consider an amendment to an existing private school Special Exception to allow three (3) existing temporary portables for permanent placement located at 1500 Lukas Lane, Oviedo, in the A-1 (Agriculture) district; BS2024-01 (McCree Construction, Applicant) District1 - Dallari (**Kathy Hammel, Principal Planner**).

Kathy Hammel, Principal Planner, presented this item as reflected in the Staff report. She further stated that this amendment is to allow three (3) portable buildings to become permanent. The Master's Academy Special Exception was approved in 1998 and has

expanded over the years. The school is now requesting that the temporary portables, which were allowed in 2021 for school renovation purposes, to now become permanent. This requires an Amendment to their Special Exception. This amendment will not increase the number of trips on the road, students, nor staff; and it will not impact the surrounding area. Staff is recommending approval of this request, as submitted.

Commissioner Richard Jerman asked what happened that this is being heard tonight, since these portables have been there since 2021, and now it's 2024. Ms. Hammel responded that it was brought to Staff's attention that the portables were still on-site and Staff then started the amendment process to get them in compliance.

Marcus Mennenga, for the applicant, located in Winter Springs, stated that their request is not an expansion project. They are at near maximum on their campus, so in order for them to refurbish existing buildings to allow more capacity later, they will need to utilize the existing portables for a few years longer. The next step recommended to them was to apply for a permanent status. However, they do not plan for the portables to be permanently placed on their campus.

No one from the audience spoke in favor or in opposition to this request.

Public comment was closed.

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Lourdes Aguirre to approve and refer the Master's Academy Special Exception Amendment to the Board of County Commissioners. The motion passed unanimously.

*Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Richard Jerman, Commissioner Brandy Ioppolo, and Commissioner Tim Smith*

## **CLOSING BUSINESS**

No report.

## **ADJOURNMENT**

Having no further business, the meeting adjourned at 6:17 P.M.

**SEMINOLE COUNTY  
DENIAL DEVELOPMENT ORDER**

On November 12, 2024, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOTS 28 29 & 33 ELY OF EXPRESSWAY (LESS RD) & N 1/2 OF VACD ST ADJ ON S  
& LOTS 31 32 & 38 ELY OF EXPRESSWAY (LESS RD) & S 1/2 OF VACD ST ADJ ON  
N SLAVIA COLONY COS SUBD PB 2 PG 71

(The above described legal description has been provided by Seminole County Property Appraiser.)

**A. FINDINGS OF FACT**

**Property Owner:** Master's Academy  
1500 Lucas Lane  
Oviedo, FL 32765

**Project Name:** The Master's Academy Amendment

**Requested Development:**

An amendment to allow three (3) portable classrooms

The findings reflected in the record of the November 12, 2024, Board of County Commissioners meeting are incorporated in this Order by reference.

**CONCLUSIONS OF LAW**

The Board of Adjustment concludes that the proposed use is inconsistent with development trends in the area, is detrimental to the character of the area, and would adversely affect the public interest; and therefore, should not be permitted.

**B. DECISION**

The requested development approval is hereby **DENIED**.

**Done and Ordered on the date first written above.**

**SEMINOLE COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jay Zembower, Chairman

Prepared by: Kathy Hammel, Principal Planner  
1101 East First Street  
Sanford, Florida 32771

# Master's Academy Special Exception Amendment

Board of County Commissioners Meeting  
November 12, 2024

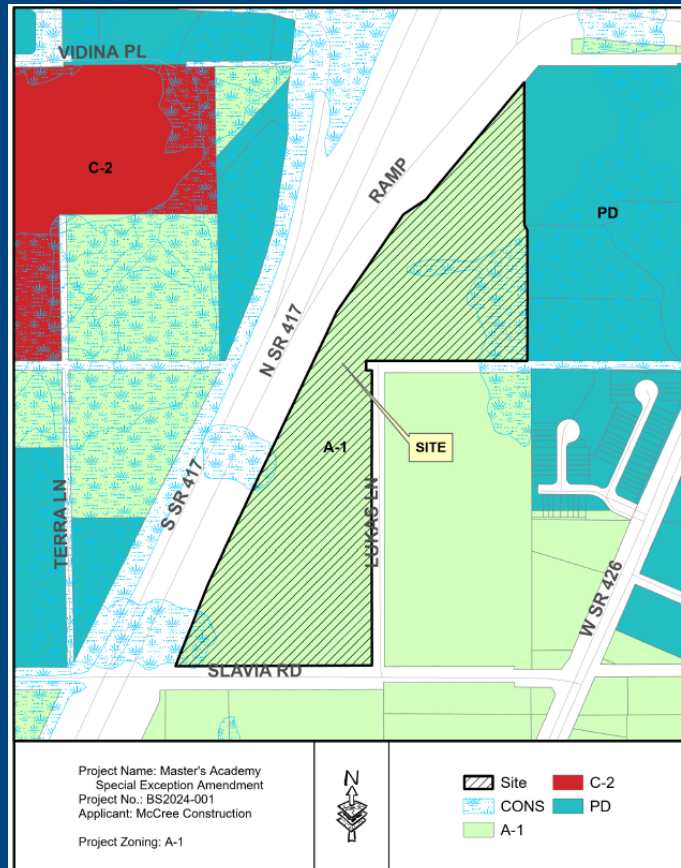
# Master's Academy Special Exception Amendment

**Applicant:** McCree Construction

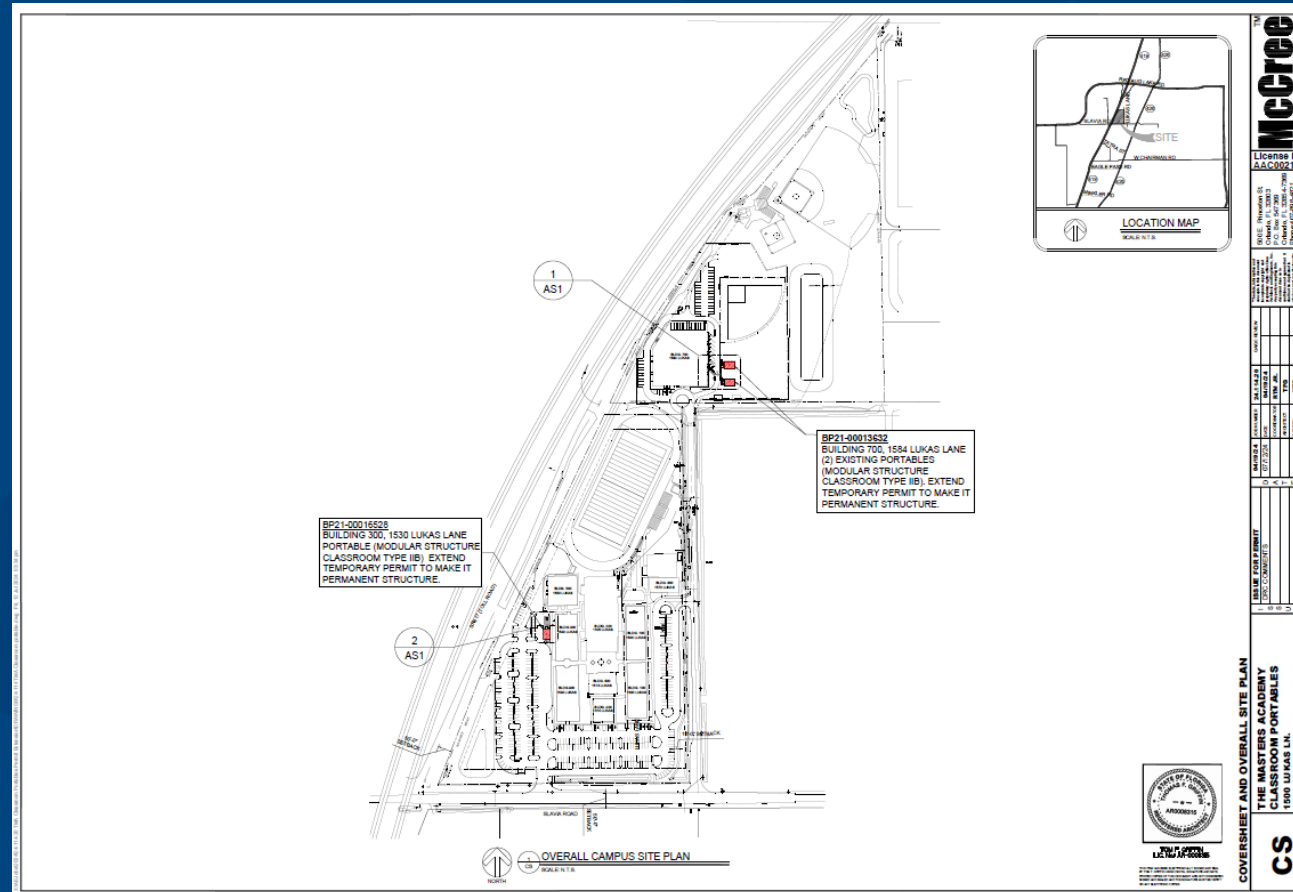
**Request:** Consider an amendment to an existing private school Special Exception to allow three (3) existing temporary portables for permanent placement located at 1500 Lukas Lane, Oviedo, in the A-1 (Agriculture) district.



# Master's Academy Special Exception Amendment



# Master's Academy Special Exception Amendment





# Master's Academy Special Exception Amendment

## Background:

- In 2021 Temporary Modular Classrooms were permitted by the Building Division (building permits were pulled for the three portables). Certificates of Occupancy were issued in December 2021.
- Extensions were granted for the temporary portables until May 31, 2024. These extensions were allowed under the tolling that took place during COVID.
- The number of students or staff will not increase with permanent placement of the portables.

# Master's Academy Special Exception Amendment

## Special Exception Criteria:

- IS NOT DETRIMENTAL TO THE CHARACTER OF THE AREA OR NEIGHBORHOOD OR INCONSISTENT WITH TRENDS OF DEVELOPMENT IN THE AREA;
- DOES NOT HAVE AN UNDULY ADVERSE EFFECT ON EXISTING TRAFFIC PATTERNS, MOVEMENTS AND VOLUMES;
- IS NOT DETRIMENTAL TO THE CHARACTER OF THE AREA OR NEIGHBORHOOD OR INCONSISTENT WITH TRENDS OF DEVELOPMENT IN THE AREA;
- MEETS ANY ADDITIONAL REQUIREMENTS SPECIFIED IN THE CODE SECTION AUTHORIZING THE USE IN A PARTICULAR ZONING DISTRICT OR CLASSIFICATION;
- WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST.

Staff finds the request, as started in the staff report, meets the above criteria for granting the permanent placement of three (3) portables. The Master's Academy school has operated on this site for a number of years and the expansion of the Special Exception to provide an additional building on the campus would not change the prime functionality of the campus nor its relationship to the surrounding area.

# Requested Board Action:

Staff requests the Board of County Commissioners adopt an amendment to an existing private school Special Exception to allow three (3) existing temporary portables for permanent placement located at 1500 Lukas Lane, Oviedo, in the A-1 (Agriculture) district.





# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1386**

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### **Title:**

**Ronald Reagan Plot Rezone** - Consider a Rezone from A-1 (Agriculture) and R-1A (Single Family Dwelling) to R-1 (Single Family Dwelling) for a proposed single family residential subdivision on approximately 4.76 acres, located on the northeast side of Ronald Reagan Boulevard, southwest of Nolan Road; (Z2024-006) (Vincent Peluso, Applicant) District 2 - Zembower (**Kaitlyn Apgar, Planner**)

### **Division:**

Development Services - Planning and Development

### **Authorized By:**

Rebecca Hammock, Development Services Director

### **Contact/Phone Number:**

Kaitlyn Apgar/407-665-7377

### **Background:**

The Applicant is requesting a rezone from A-1 (Agriculture) and R-1A (Single Family Dwelling) to R-1 (Single Family Dwelling) to develop the subject property as a single-family residential subdivision. The property currently has split zoning, with R-1A zoning (requiring a minimum lot size of 9,000 square feet) on the west side of the property and A-1 zoning (requiring a minimum lot size of one (1) acre) on the east side of the property. The requested R-1 zoning district requires a minimum lot size of 8,400 square feet and a minimum lot width at building line of seventy (70) feet.

The subject property has a Low-Density Residential Future Land Use designation, which allows a maximum net density of four (4) dwelling units per net buildable acre. The intent of the Low-Density Residential land use designation is to provide appropriate locations for standard detached single-family residences.

The Future Land Use and zoning designations of the surrounding area are as follows:

East:

Future Land Use: Low Density Residential (LDR)

Zoning: A-1 (Agriculture) with a minimum lot size of one (1) acre and a minimum width at building line of 150 feet. The property only retains +/- 0.42 acres of land and is being utilized as a single-family residence.

West:

Future Land Use: Low Density Residential

Zoning: R-1A (Single Family Dwelling) with a minimum lot size of 9,000 square feet and a minimum lot width at building line of 75 feet and R-1 (Single Family Dwelling) with a minimum lot size of 8,400 square feet and minimum lot width at building line of seventy (70) feet. These lots range in size from approximately +/- 7,800 square feet to approximately +/- 30,056 square feet and contain single family homes.

North:

Future Land Use: Low Density Residential

Zoning: A-1 (Agriculture) with a minimum lot size of one (1) acre and a minimum width at building line of 150 feet and R-1A (Single Family Dwelling) with a minimum lot size of 9,000 square feet and a minimum lot width at building line of 75 feet. These lots contain single family homes.

South:

Ronald Reagan Boulevard

### Site Analysis

Floodplain Impacts:

Based on the Flood Insurance Rate Map (FIRM) with an effective date of 2007, the site does not appear to contain floodplain.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, the site does not appear to contain wetlands.

Endangered and Threatened Wildlife:

Based on a 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 currently located within the City of Sanford's utility service area but will be transferred to Seminole County's utility service area via the Interlocal Agreement between the City of Sanford and Seminole County, regarding de minimus Utility Service Boundary Changes dated July 25, 2024. The Seminole County Utilities Department is coordinating with the City of Sanford Public Works & Utilities Department to complete the required Memorandum of Agreement (MOA) for the utility service boundary change. The site will be required to connect to Seminole County water and sewer. There is a 12-inch water main running along the southeast side of North Ronald Reagan Boulevard and there is a 12-inch force main running along the northwest side of North Ronald Reagan Boulevard. Water and sewer capacity is available to service the proposed development.

Transportation/Traffic:

The property proposes access onto Ronald Reagan Boulevard, which is classified as an Urban Minor Arterial roadway. Ronald Reagan Boulevard is currently operating at a level-of-service "A" and does not have improvements programmed in the County five (5) year Capital Improvement Program.

Sidewalks:

There is an existing sidewalk along Ronald Reagan Boulevard. The developer will be required to provide internal sidewalks for the development that comply with the Land Development Code of Seminole County.

Drainage:

The proposed project is located within the Lake Jesup Drainage Basin, which has limited downstream capacity; therefore, the site's design will be required to hold water quality, and not exceed the pre-development rate and volume for the twenty-five (25) year, twenty-four (24) hour storm event.

Buffers:

Buffers will be determined at the time of the Preliminary Subdivision Plan review process in compliance with the Seminole County Land Development Code.

Open Space:

The requested R-1 zoning classification does not require open space.

### Public School Capacity Determination:

Seminole County Public Schools provided a School Impact Analysis School Capacity Determination for the proposed project based on Concurrency Service Area (CSA) and Zoned Schools for the property. The adopted Interlocal Agreement between the school district and Seminole County provides that available school capacity is based on Concurrency Service Areas. The analysis concluded that the students generated by the proposed project at the three (3) Concurrency Service Area (CSA) levels would, at this time, be able to be accommodated without exceeding the adopted level of service for each CSA by school type. The analysis notes this is a nonbinding review for informational purposes, and as indicated in the analysis, may not represent future conditions. Final approval requires a School Capacity Availability Letter of Determination (SCALD) reservation letter from the School Board.

### Consistency with the Land Development Code

The proposed R-1 (Single Family Dwelling District) zoning designation has been evaluated for compatibility with the Land Development Code of Seminole County in accordance with Chapter 30, Parts 4 and 7.

The request is consistent with the Seminole County Land Development Code, as the proposed R-1 zoning district is compatible with the surrounding trend of development in the area consisting primarily of R-1 and R-1A zoning classifications characterized by single family residences.

### Consistency with the Comprehensive Plan

The purpose and intent of the existing Low Density Residential Future Land Use designation is to provide appropriate locations for standard detached single-family residences at a maximum density of four (4) dwelling units per net buildable acre, with a limited list of public purpose and special exception uses. This land use requires a full range of basic services and facilities and may serve as an effective transitional use between more intense urban uses and lower density future land use designations.

The proposed R-1 zoning classification is consistent with both the allowable uses and density provisions permitted under the Low Density Residential Future Land designation and is compatible with the surrounding trend of development in the area. The standard dimensional requirements within the R-1 zoning district provide a transition between similar lot sizes to the west and larger parcels to the east. Staff finds the proposed R-1 zoning classification to be consistent with the Comprehensive Plan.

In compliance with Seminole County Land Development Code Sec. 30.49 -

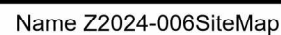
Community Meeting Procedure, the Applicant conducted a community meeting on July 31, 2024; details of the community meeting have been provided in the Board's agenda packet.

Planning & Zoning Commission

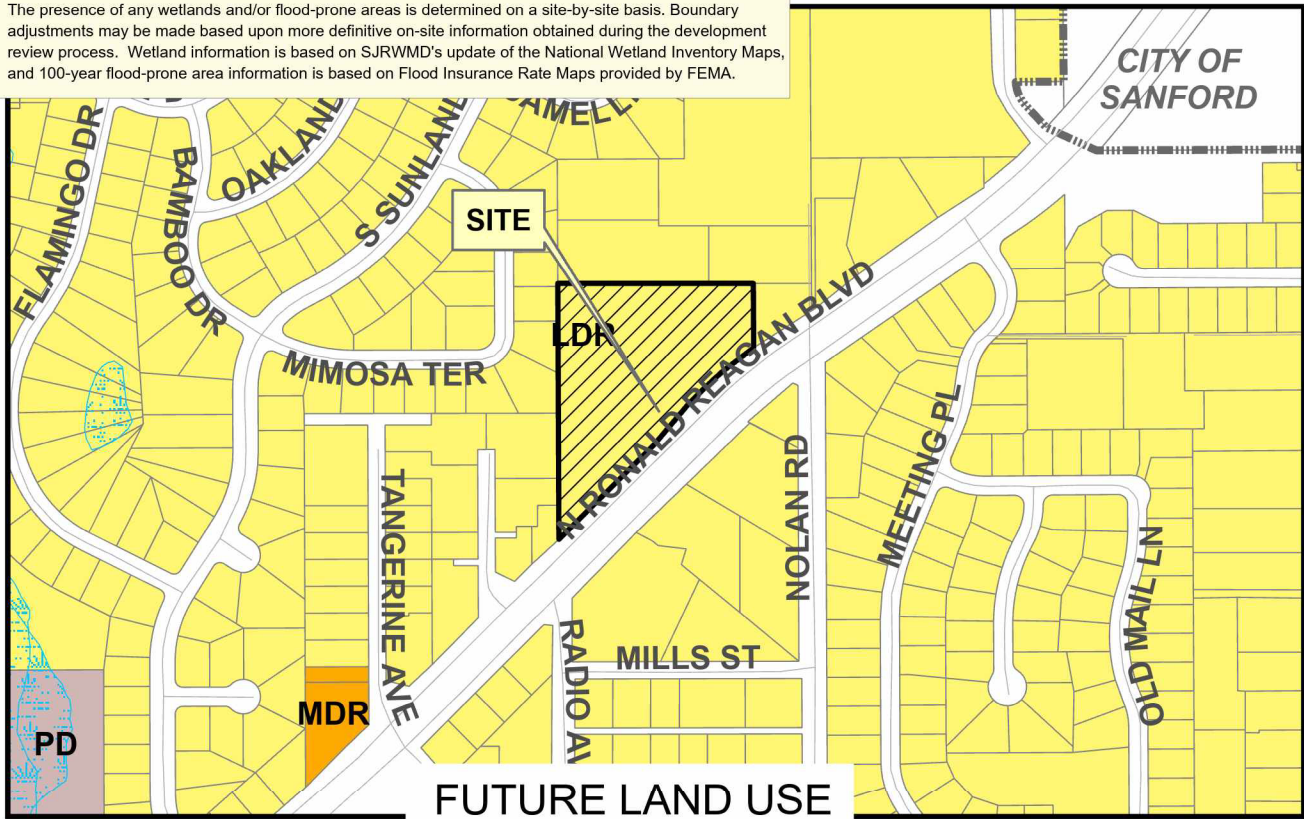
The Planning and Zoning Commission met on October 2, 2024, and voted unanimously to recommend the Board of County Commissioners adopt the Ordinance enacting a Rezone from A-1 (Agriculture) and R-1A (Single Family Dwelling) to R-1 (Single Family Dwelling) for a proposed single family residential subdivision on approximately 4.76 acres, located on the northeast side of Ronald Reagan Boulevard, southwest of Nolan Road.

**Requested Action:**

Staff requests the Board adopt the Ordinance enacting a Rezone from A-1 (Agriculture) and R-1A (Single Family Dwelling) to R-1 (Single Family Dwelling) for approximately 4.76 acres, located on the northeast side of Ronald Reagan Boulevard, southwest of Nolan Road.



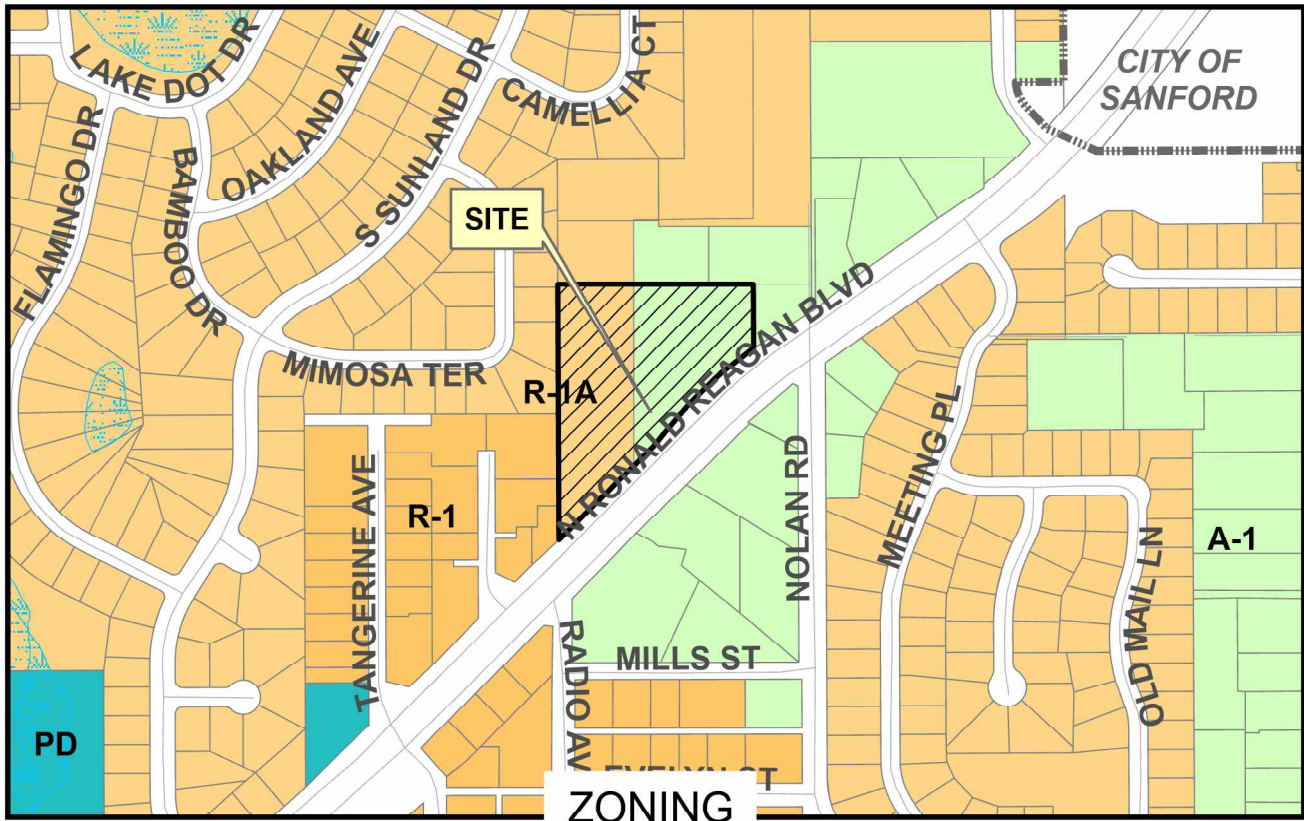
The presence of any wetlands and/or flood-prone areas is determined on a site-by-site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information is based on SJRWMD's update of the National Wetland Inventory Maps, and 100-year flood-prone area information is based on Flood Insurance Rate Maps provided by FEMA.



 Site
  CONS
  Municipality
  LDR
  MDR
  PD

Applicant: Vincent Peluso  
 Physical STR: 14-20-30  
 Gross Acres: 4.8+/- BCC District: 2  
 Existing Use: single family residential  
 Special Notes:

|        | Amend/Rezone # | From | To  |
|--------|----------------|------|-----|
| FLU    | -              | -    | -   |
| Zoning | Z2024-006      | A-1  | R-1 |

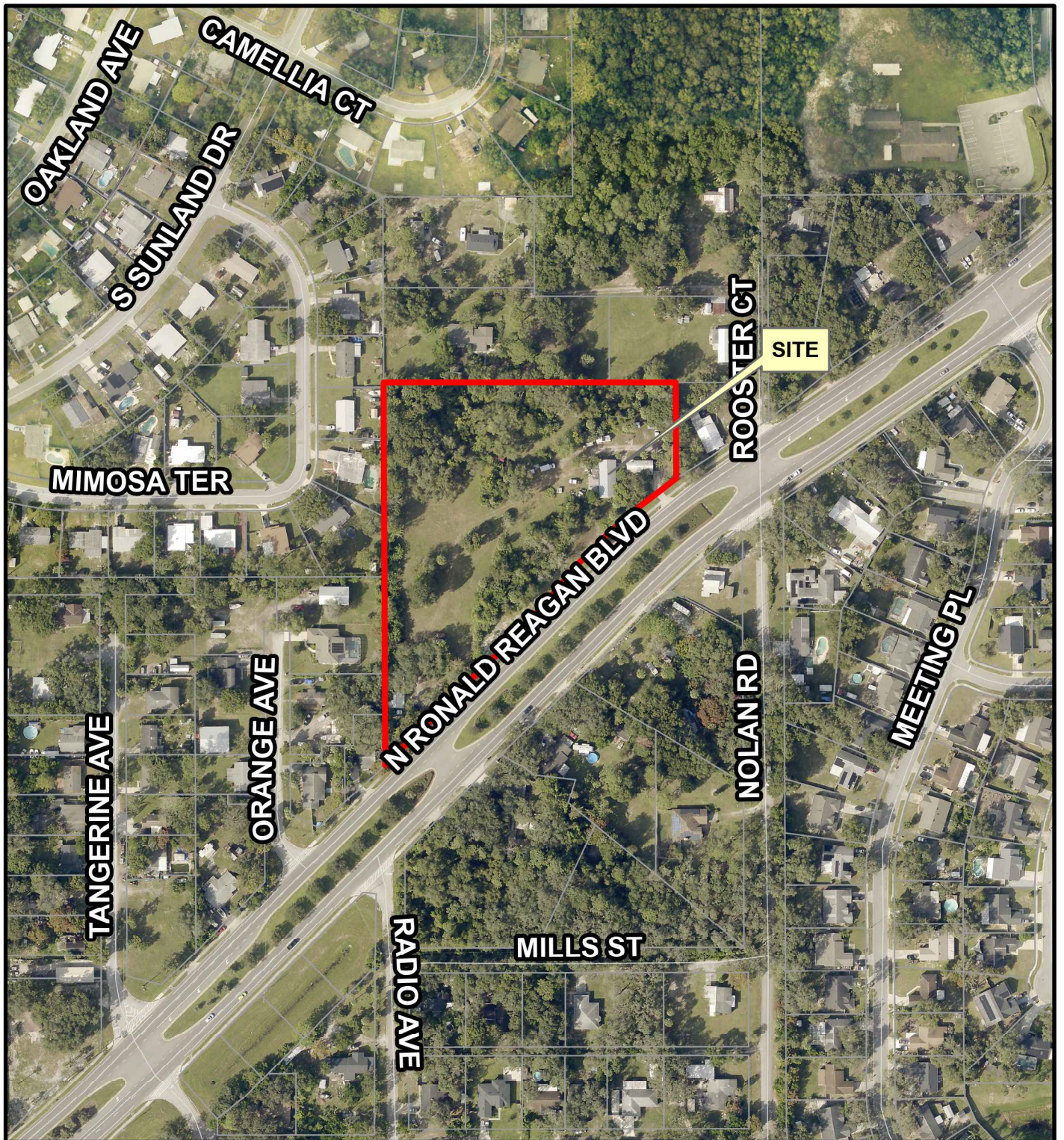


Date: 8/23/2024

Name Z2024-006

 CONS
  Municipality
  A-1
  R-1A
  R-1
  PD





Rezone No: Z2024-006  
From: A-1 To: R-1

 Parcels  
 Site



Winter 2024 Color Aerials

Date: 8/23/2024

Name Z2024-006Aerial



**AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY; REZONING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) AND R-1A (SINGLE FAMILY DWELLING) ZONING CLASSIFICATION TO THE R-1 (SINGLE FAMILY DWELLING) 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 Ronald Reagan Plot Rezone, dated November 12, 2024.

(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 classifications assigned to the following described property is changed from A-1 (Agriculture) and R-1A (Single Family Dwelling) to R-1 (Single Family Dwelling).

**SEE ATTACHED EXHIBIT “A” FOR LEGAL DESCRIPTION**

**SEE ATTACHED EXHIBIT “B” FOR BOUNDARY SURVEY**

**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.** A certified copy of this Ordinance will be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance will be effective upon filing with the Department.

ENACTED this 12<sup>th</sup> day of November, 2024.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
JAY ZEMBOWER, CHAIRMAN



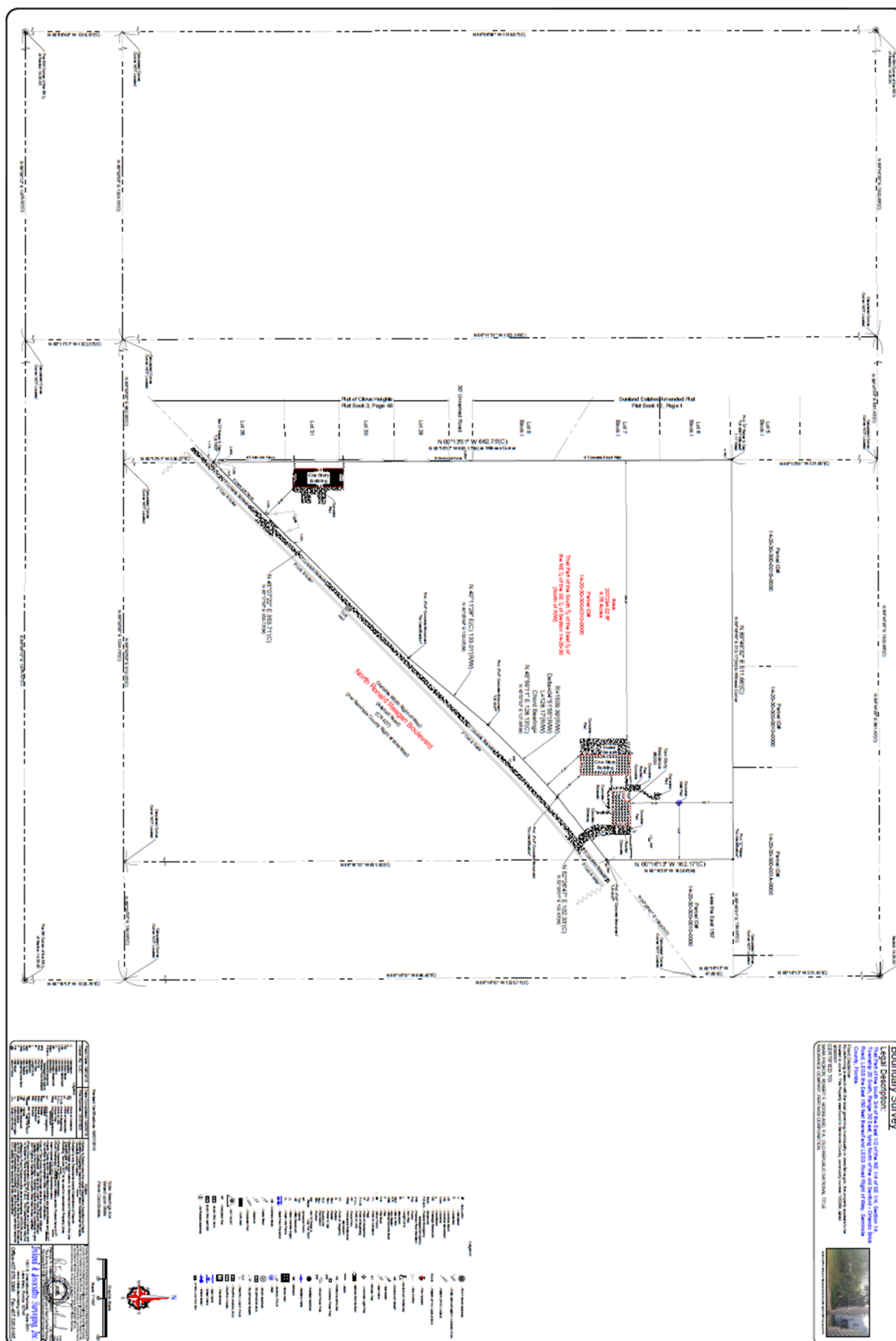
**EXHIBIT A**  
**LEGAL DESCRIPTION**

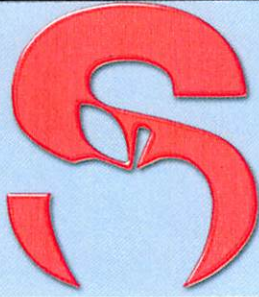
That Part of the South  $\frac{3}{4}$  of the East  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ , Section 14, Township 20 South, Range 30 East, lying North of the old Sanford – Orlando Brick Road, LESS the East 150 Feet thereof and LESS Road Right of Way, Seminole County, Florida.

CONTAINING: 207294.02 SQUARE FEET OR 4.76 ACRES MORE OR LESS.

## EXHIBIT B

### BOUNDARY SURVEY





**Seminole County Public Schools**  
**School Impact Analysis**  
**School Capacity Determination**  
**(Non-Binding)**

*John*  
7.2.24

**To:** Vincent Pelusso P.E., American Engineering \* 407-730-7360 \* [Vincent@AmericanEngineering.com](mailto:Vincent@AmericanEngineering.com)  
Lidia Barrios, \* [lidiabarrios7@gmail.com](mailto:lidiabarrios7@gmail.com)  
Rebecca Hammock, Seminole County \* 407-665-7396 \* [Rhammock@seminolecountyfl.com](mailto:Rhammock@seminolecountyfl.com)

**From:** Jordan Smith, AICP, PP, Facilities Planner, Seminole County Public Schools

**Date:** June 24, 2024

**RE:** Ronald Reagan Plot Rezone (Seminole County)

Seminole County Public Schools (SCPS), in reviewing the above request, has determined that if approved, the FLUM designation and/or zoning will generate school age children.

**Description: Proposed Rezone from A-1, Agriculture to R-1, Single Family Dwelling of +/-4.76 acres** generally located **ADJACENT TO** 6200 N. Ronald Reagan Blvd (*for Find My School reference*) **within the jurisdiction of Unincorporated Seminole County**. The applicant is requesting a change to the zoning **to allow a maximum of 13 detached single-family residential units**, to be developed within the proposed land use and zoning designations.

**Parcel ID (s) #:** 14-20-30-300-0310-0000

This review and evaluation is performed on proposed future land use changes, rezones and conditional uses, unplatted parcels, or projects that have not received final entitlement approval. This evaluation does not guarantee that the developments subject to this declaration are exempt from, or determined to meet the school concurrency requirements effective as of January 1, 2008. Changes in enrollment, capacity, any newly platted developments, and any subsequent final development approvals may affect the provision of concurrent school facilities at the point of final subdivision approval, including the potential of not meeting statutory concurrency requirements based on future conditions.

Based on information received from the jurisdiction and the application for the request, SCPS staff has summarized the potential school enrollment impacts in the following tables:

**CSA Capacity:**

| DEVELOPMENT IMPACT ON STUDENT GENERATION BY CSA |          |         |         |
|---|----------|---------|---------|
| AFFECTED CSAs                                   | CSA E-10 | CSA M-1 | CSA H-1 |
| CAPACITY  | 2,660    | 5,732   | 7,739   |
| 3-YEAR PROGRAM CAPACITY                         | -        | -       | -       |
| ENROLLMENT                                      | 2,132    | 4,535   | 6,599   |
| AVAILABLE CAPACITY                              | 528      | 1,197   | 1,140   |
| SCALD RESERVATIONS TO DATE                      | 516      | 611     | 815     |
| SIA - Ronald Reagan Plot Rezone                 | 2        | 1       | 2       |
| REMAINING CAPACITY                              | 10       | 585     | 323     |



**Comments CSA Evaluation:**

At this point, the students generated at the three CSA levels would be able to be accommodated without exceeding the adopted levels of service (LOS) for each CSA by school type, or there is adjacent capacity to meet LOS as allowed by interlocal agreement. Any planned expansions/additions in the current five-year capital plan would provide additional student capacity to relieve the affected schools is reflected in this review.

**Zoned School Enrollment:** For informational purposes, the below table indicates the analysis based on the individual school zones within the CSA under current conditions. At this point, the potential students generated **WILL be able to be accommodated without exceeding the adopted Levels of Service (LOS) for the currently zoned schools.** Any planned expansions/additions that would provide additional student capacity contained in the current five-year capital plan and scheduled to be completed within the next three years are included in this review.

| ELEMENTARY SCHOOLS   | ZONED SCHOOL    |               |            |            | CSA E-10 |
|--|-----------------|---------------|------------|------------|----------|
|  | Region 3        | Hamilton      | Midway     | Pine Crest |          |
| CAPACITY   | 2,660           | 754           | 1,046      | 860        | 2,660    |
| 3-YEAR PROGRAM CAPACITY  |                 |               |            |            | -        |
| ENROLLMENT   | 2,132           | 658           | 804        | 670        | 2,132    |
| AVAILABLE CAPACITY   | 528             | 96            | 242        | 190        | 528      |
| SCALD RESERVATIONS TO DATE   | 516             |               |            |            | 516      |
| SIA - Ronald Reagan Plot Rezone                                      | 2               | -             | -          |            | 2        |
| REMAINING CAPACITY   | 10              | 96            | 242        | 190        | 10       |
| Region 3 Elementary Schools include Hamilton, Midway, and Pine Crest |                 |               |            |            |          |
| MIDDLE SCHOOLS   | ZONED SCHOOL    |               |            |            | CSA M-1  |
|  | Greenwood Lakes | Markham Woods | Millennium | Sanford    |          |
| CAPACITY   | 1,268           | 1,260         | 1,757      | 1,447      | 5,732    |
| 3-YEAR PROGRAM CAPACITY  |                 |               |            |            | -        |
| ENROLLMENT   | 943             | 882           | 1,336      | 1,374      | 4,535    |
| AVAILABLE CAPACITY   | 325             | 378           | 421        | 73         | 1,197    |
| SCALD RESERVATIONS TO DATE   | 27              | 182           | 220        | 182        | 611      |
| SIA - Ronald Reagan Plot Rezone                                      | 1               | -             |            |            | 1        |
| REMAINING CAPACITY   | 297             | 196           | 201        | (109)      | 585      |
| HIGH SCHOOLS   | ZONED SCHOOL    |               |            |            | CSA H-1  |
|  | Lake Mary       | Seminole      |            |            |          |
| CAPACITY   | 2,805           | 4,934         |            |            | 7,739    |
| 3-YEAR PROGRAM CAPACITY  |                 |               |            |            | -        |
| ENROLLMENT   | 2,682           | 3,917         |            |            | 6,599    |
| AVAILABLE CAPACITY   | 123             | 1,017         |            | -          | 1,140    |
| SCALD RESERVATIONS TO DATE   | 17              | 798           |            |            | 815      |
| SIA - Ronald Reagan Plot Rezone                                      | 2               | -             |            |            | 2        |
| REMAINING CAPACITY   | 104             | 219           |            |            | 323      |



## **Terms and Definitions:**

**Capacity:** The amount of satisfactory permanent student stations as calculated on the date of the second FDOE count in October of the current school year. The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. NOTE: Capacity is **ONLY** a measure of student stations, not of enrollment.

**Concurrency Service Area (CSA):** A geographic unit promulgated by the School Board and adopted by local governments within which the level of service is measured when an application for residential development is reviewed for school concurrency purposes. **The CSA listed represents the area that the capacity is considered and student assignment may be in a CSA adjacent to the project.**

**Enrollment:** For the purposes of concurrency review, the enrollment level is established each year as per Public School Interlocal Agreement Section 12.4 A, which sets the level on the date of the second full time equivalent (FTE) survey for FDOE, generally taken in mid-October.

**Programmed 3 Year Additions:** New permanent school capacity within the CSA, which will be in place or under actual construction within the first three years of the current SCPS Capital Improvement Plan.

**Remaining Capacity:** The capacity available for future development after the addition of any programmed capacity and less the reserved capacity.

**Reserved Capacity:** The total number of student stations reserved in the respective CSA's that are assigned to projects via a SCALD certificate.

**School Size:** For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

- i) Elementary: 780 student stations
- ii) Middle: 1500 student stations
- iii) High: 2,800 student stations

**School Attendance Zone:** The established geographic area that identifies school assignments pursuant to Board Policy for each District school or region of schools, other than county wide magnet schools. Students shall attend the school(s) serving their residential or regional attendance zone unless otherwise permitted by Board Policy

**Students Generated by Project:** is determined by applying the current SCPS student generation rate (calculated in the 2017 Impact Fee Study) to the number and type of units proposed. The number of units is determined using information provided by the jurisdiction and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation. **Eventual Student assignment may not be to the school in closest proximity to the proposed residential development.**

**Utilization:** A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:

Elementary 95%, Middle 90%, High 95%

**SEMINOLE COUNTY  
LOCAL PLANNING AGENCY/  
PLANNING AND ZONING COMMISSION  
COUNTY SERVICES BUILDING  
1101 EAST FIRST STREET  
SANFORD, FLORIDA  
BOARD CHAMBERS, ROOM 1028**

**WEDNESDAY, OCTOBER 2, 2024  
6:00 PM**

**MINUTES**

**CALL TO ORDER AND ROLL CALL**

*Present (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Richard Jerman, Commissioner Brandy Ioppolo, and Commissioner Tim Smith*

**ACCEPT PROOF OF PUBLICATION**

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Brandy Ioppolo to approve the Proof of Publication. The motion passed unanimously.

*Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Richard Jerman, Commissioner Brandy Ioppolo, and Commissioner Tim Smith*

**APPROVAL OF MINUTES**

A motion was made by Commissioner Richard Jerman, seconded by Commissioner Tim Smith to approve the September 4, 2024 Minutes, as submitted. The motion passed unanimously.

*Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Richard Jerman, Commissioner Brandy Ioppolo, and Commissioner Tim Smith*

**PUBLIC HEARING ITEMS**

**Ronald Reagan Plot Rezone** – Consider a Rezone from A-1 (Agriculture) and R-1A (Single Family Dwelling) to R-1 (Single Family Dwelling) for a proposed single family residential subdivision on approximately 4.76 acres, located on the northeast side of Ronald Reagan Boulevard, southwest of Nolan Road; (Z2024-006) (Vincent Peluso, Applicant) District 2 - Zembower (**Kaitlyn Apgar, Planner**).

Kaitlyn Apgar, Planner, presented this item as reflected in the Staff report. She further stated that the applicant proposes to develop the subject site as a single-family residential subdivision in compliance with the R-1 zoning classification with a minimum lot size of 5,000 square feet and minimum lot width at building line of 50 feet. The parcel currently has split zoning, with the western half being R-1A, Single-Family zoning district and the eastern half being A-1, Agriculture zoning. The property is currently developed as a Single-Family residence. The request for the rezone to R-1 is to allow the property to be subdivided into single family lots. The proposed subdivision intends to include the current residence on the eastern side. The number of lots is formally undetermined at this stage, but the applicant approximates 14 lots, as allowable, and in compliance with all applicable Seminole County regulations. The property has a Future Land Use of Low Density Residential (LDR), which allows a maximum density of 4 dwelling units per net buildable acre. This equates to a density of a maximum of 19 dwelling units per acre for the subject property. Proposed access is via Ronald Reagan Boulevard, which is considered an Urban Minor Arterial roadway and operating at a level of service "A". There is an existing sidewalk along Ronald Reagan Boulevard. The Developer will be required to provide internal sidewalks for the development to comply with the Land Development Code of Seminole County. The requested R-1 zoning classification does not require a plan for review during the rezone process; however, at the Preliminary Subdivision Plan review stage, the development will be evaluated for buffer requirements. The R-1 zoning district does not require open space. The subject site is currently located within the City of Sanford's utility service area, but will be transferred to Seminole County's service area and will be required to connect to Seminole County water and sewer. There is an Interlocal Agreement between the City of Sanford and Seminole County for the service boundary change, and it is pending the Memorandum of Agreement for final execution. In compliance with Seminole County Land Development Code Sec. 30.3.5 – Community Meeting Procedures, the Applicant conducted a community meeting on July 8, 2024. Staff finds the request to be consistent with the Seminole County Comprehensive Plan and compatible with the trend of development in the area. The proposed subdivision of the property into 14 lots equates to approximately three (3) dwelling units per acre, which is in compliance with the LDR Future Land Use maximum of four (4) dwelling units per acre. The standard dimensional requirements within the R-1 zoning district provide a transition between similar lot sizes to the west and larger parcels to the east. Staff recommends approval of this request, as submitted.

Matthew Osborne, for the applicant, of Orlando, Florida, stated that Staff covered everything and had nothing further to add.

Commissioner Richard Jerman asked if he is the owner of the property and Mr. Osborne responded that his father-in-law is the owner. He will be the contractor/developer.

No one from the audience spoke in favor of this request.

One person from the audience spoke in opposition to this request as follows:

Robert Bradbury, of Rooster Court, Sanford, stated that he owns the property directly adjacent to the north of this property. When Sunland Estates was built, it blocked off overflow to two sides of his property. Former owners brought in a lot of fill dirt, which necessitated a drainage easement across the property. With all of the fill that was brought in, he is at the bottom of the barrel now. The land to the south of his property was raised six feet in some

places and at least two feet everywhere. When there is a ten inch rain, before the stormwater starts flowing through the drainage easement, his septic tank stops working and his yard gets flooded. His only recourse is to block off the drainage easement and pump over a berm to bring the water down on his side just to get the water to go into the storm water system along the side of Ronald Reagan. He's concerned that with the roads and roofs will create so much runoff that even a small rain will put water in his house. The hurricanes we had two years ago he prayed for a miracle, as one inch was all it needed before it was inside his house. He thinks the amount of retention on the property is inadequate in size and in depth. He would appreciate it if topo levels will be taken into account to see where his yard and the overflow drainage is operating.

Mr. Osborne, in his rebuttal, stated that in the community meeting, Mr. Bradbury expressed his concerns and his engineers, whom are not at tonight's meeting, explained that his concerns would be considered with the Preliminary Subdivision Plan as they move forward with their design.

Commissioner Carissa Lawhun asked if Staff knows when that will be addressed.

Vladimir Simonovski, Development Review Engineering Manager, responded that Staff is aware of these issues with regards to drainage in that area. He further stated that they've already made comments as part of the project review process. His concerns will be addressed at Final Engineering stage of the project. The pond will be required, with a minimum 25/24 hour storm pre-post not to exceed the volume from existing. This request tonight is only for the Rezone stage of the project.

Commissioner Jerman asked if this is a closed basin and they will be required to retain all of their drainage on-site or is there an outfall anywhere. Mr. Simonovski responded that there is an outfall near the road in front of the property, which will carry it to the south side into the existing storm water system that is owned by the County.

Public comment was closed.

A motion was made by Commissioner Mike Lorenz, seconded by Commissioner Richard Jerman to approve and refer the Ronald Reagan Plot Rezone to the Board of County Commissioners. The motion passed unanimously.

*Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Richard Jerman, Commissioner Brandy Ioppolo, and Commissioner Tim Smith*

**Master's Academy Special Exception Amendment** – Consider an amendment to an existing private school Special Exception to allow three (3) existing temporary portables for permanent placement located at 1500 Lukas Lane, Oviedo, in the A-1 (Agriculture) district; BS2024-01 (McCree Construction, Applicant) District1 - Dallari (**Kathy Hammel, Principal Planner**).

Kathy Hammel, Principal Planner, presented this item as reflected in the Staff report. She further stated that this amendment is to allow three (3) portable buildings to become permanent. The Master's Academy Special Exception was approved in 1998 and has



expanded over the years. The school is now requesting that the temporary portables, which were allowed in 2021 for school renovation purposes, to now become permanent. This requires an Amendment to their Special Exception. This amendment will not increase the number of trips on the road, students, nor staff; and it will not impact the surrounding area. Staff is recommending approval of this request, as submitted.

Commissioner Richard Jerman asked what happened that this is being heard tonight, since these portables have been there since 2021, and now it's 2024. Ms. Hammel responded that it was brought to Staff's attention that the portables were still on-site and Staff then started the amendment process to get them in compliance.

Marcus Mennenga, for the applicant, located in Winter Springs, stated that their request is not an expansion project. They are at near maximum on their campus, so in order for them to refurbish existing buildings to allow more capacity later, they will need to utilize the existing portables for a few years longer. The next step recommended to them was to apply for a permanent status. However, they do not plan for the portables to be permanently placed on their campus.

No one from the audience spoke in favor or in opposition to this request.

Public comment was closed.

A motion was made by Commissioner Carissa Lawhun, seconded by Commissioner Lourdes Aguirre to approve and refer the Master's Academy Special Exception Amendment to the Board of County Commissioners. The motion passed unanimously.

*Ayes (7): Chairman Dan Lopez, Vice Chairman Mike Lorenz, Commissioner Lourdes Aguirre, Commissioner Carissa Lawhun, Commissioner Richard Jerman, Commissioner Brandy Ioppolo, and Commissioner Tim Smith*

### **CLOSING BUSINESS**

No report.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 6:17 P.M.



American Engineering and Surveying, Inc.

4250 Alafaya Trail #212-138

Oviedo, FL 32765

Tel 407-732-1263 Fax 407-730-7360

#### NEIGHBORHOOD MEETING NOTIFICATION LETTER

July 8, 2024

Dear Property Owner:

American Engineering and Surveying Inc. would like to invite you to attend a neighborhood meeting to discuss the rezone of approximately 4.83 acres from A-1 to R-1 for Parcel ID 1420-30-300-0310-0000, located at 6200 N RONALD REAGAN BLVD SANFORD, FL 32773

The purpose of this meeting is to make an introduction prior to holding a public hearing and approval by the Seminole County Board of County Commissioners. The meeting will be held at the Seminole County Library (a/k/a Sanford Library) at the following place and time:

Seminole County Library – North Branch Community Room 150 N. Palmetto Avenue

Sanford, FL 32771

Wednesday July 31, 2024

6 pm – 7 pm

Sincerely,

Vincent Peluso, PE

## Summary of Community Meeting

A community meeting was held for the rezoning of property 6200 N Ronald Reagan Blvd Sanford, FL 32773 on Wednesday July 31<sup>st</sup>, 2024. The meeting was held at the Seminole County Library- North Branch community room, located a 150 N. Palmetto Ave, Sanford FL 32771.

- A Site plan/Development plan was presented to the Homeowners showing the proposed 13 lots/sizes (with one existing to remain), showing community Entrance and exist, proposed stormwater pond location.
- There were approximately 5 Homeowners in attendance, two of which chose to not sign-in
- Speaker: Vincent Peluso, Help with answering questions: Contractor/Builder Matt Osborn, Assistant: Lidia Barrios
- Owners in general wanted to know what the sales price would be of the new homes
- Issues were raised by Homeowners Robert Bradbury and Joan Clowney regarding the existing home that will remain as part of the new development. Vincent Peluso and Matt Osborn clarified that the existing is to remain per the property owner request
- Issues were raised by Homeowner Keith Anderson regarding how the drainage system would work. Vincent Peluso stated that the drainage system will be based off of Seminole county requirements.
- Homeowners Robert Bradbury and Kieth Anderson questioned where the Stormwater Pond would be placed. Vincent Peluso stated it will be based off of County requirements
- Homeowner Joan Clowney and Husband Michael Clowney (Michael chose not to sign-in) questioned whether the new homes would be two-stories as they wanted to keep their privacy in their backyard. Matt Osborn clarified that the new homes would only be single story homes.
- Issues were raised by Homeowner Bob (Robert) Bradbury regarding the how the entrance and exit for the community would work. It was clarified by Vincent Peluso that the new home community will have one entrance and one exit. Exit will be one-way Headed southwest on N Ronald Reagan Blvd toward Orange Ave.

# Sign In

Event Name

Ronald Reagan Community Meeting

DATE:

07/31/2024

| #  | Print Name     | Address     | Phone #      | E-Mail               |
|----|----------------|-------------|--------------|----------------------|
| 1  | BOB BRADBURY   | 4120 Ruston | 407 619 7231 | rbradbury@efl.rr.com |
| 2  | Joan Clowry    | 4225 Orange |              | jclowry@AOL.com      |
| 3  | Keith Anderson | 6125 427    |              | KA220418@Yahoo.com   |
| 4  | Keith Anderson | 4304 Nolan  |              | KA220418@Yahoo.com   |
| 5  |                |             |              |                      |
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**From:** [rbradbury@cfl.rr.com](mailto:rbradbury@cfl.rr.com)  
**To:** [Apgar, Kaitlyn](#)  
**Subject:** RE: Ronald Reagen plot 6200 N Ronald Reagen  
**Date:** Tuesday, October 15, 2024 3:38:04 PM

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Hi Kaitlyn,

When I was a child Ronald Reagen was the Old Orlando Highway and this area was Citrus Heights because the property had outfall to all directions and drained by big drainage ditches to creeks to the east and west along the road. Then Sunland Estates was built which blocked water flow to the north and west. Then the then county highway 427 was widened and the ditches got smaller. Then as Ronald Reagen the road was raised and and 4 laned the ditches became side walks totally blocking outfall from this property. Then a guy named Fertakis illegally filled, even ignoring stop fill orders, from 2 to 6 feet then making me the bottom of the barrel. Because of that the drainage easement was created but not at an appropriate elevation. Fertakis gift to current owner was not disclosing easement to new owner.

Please don't let me flood!

Thank you for listening to my tale of woe.

-----  
From: "Apgar, Kaitlyn"  
To: "rbradbury@cfl.rr.com"  
Cc:  
Sent: Wednesday June 12 2024 12:37:43PM  
Subject: RE: Ronald Reagen plot 6200 N Ronald Reagen

Good Afternoon Mr. Bradbury,

After speaking with staff, Engineering is aware of the drainage easement. Any future development on this property will have to comply with requirements for stormwater and drainage. I appreciate you bringing this to my attention. If you have any other questions or concerns, feel free to contact me at the information below.

Have a great day,



**Kaitlyn Apgar**

Planner

Development Services | Planning and Development

(407) 665-7377

1101 East 1<sup>st</sup> Street, Room 2020

Sanford, FL 32771

[kapgar@seminolecountyfl.gov](mailto:kapgar@seminolecountyfl.gov)

[www.seminolecountyfl.gov](http://www.seminolecountyfl.gov)

**From:** [rbradbury@cfl.rr.com](mailto:rbradbury@cfl.rr.com)  
**To:** [Apgar, Kaitlyn](#)  
**Subject:** RE: Ronald Reagen plot 6200 N Ronald Reagen  
**Date:** Tuesday, October 15, 2024 3:12:49 PM

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Hi Kaitlyn,

I hope you survived Milton ok. I had no trees down but flooding issues again. At the peak of flooding I could not flush toilets and my house was surrounded by water right up to my neighbors front door and above my well head and 5" up on my utility shed. Thankfully it was about 3" or 4" less than two years ago. I pumped for two days to regain use of driveway and yard.

The retention areas have not been maintained and are full of trees and bush and I believe are inadequate in size. Also the culvert running across the property is too high in elevation by 2' which is why I have to pump to get the water to the Reagan storm drain. I also believe the elevation to the storm drain is too high by 2'

When this property is developed the run off from roads and roofs will surely flood my house. Thanks for your consideration

-----  
From: "Apgar, Kaitlyn"  
To: "rbradbury@cfl.rr.com"  
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Have a great day,



**Kaitlyn Apgar**

Planner

Development Services | Planning and Development

(407) 665-7377

1101 East 1<sup>st</sup> Street, Room 2020

Sanford, FL 32771

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**From:** rbradbury@cfl.rr.com <rbradbury@cfl.rr.com>  
**Sent:** Tuesday, June 11, 2024 12:16 PM  
**To:** Apgar, Kaitlyn <kapgar@seminolecountyfl.gov>  
**Subject:** Ronald Reagen plot 6200 N Ronald Reagen

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

Hi Kaitlyn,

I am Robert Bradbury, property owner adjoining this property to the north, 4120 Rooster CT. I have no problem with zoning change but on going there may be some issues. There may only be 3 acres buildable due to structures already there and a drainage easement across the property. because of illegal fill added long before current owner bought the property. He was not advised of that by previous owner. Without this easment my house will flood. Ask Jim Potter for details as he is very knowledgeable on these properties. My guess only three acres are buildable.

Thank you for your consideration,

Robert Bradbury

rbradbury@cfl.rr.com

407-619-7231

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

**SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER**

On November 12, 2024, Seminole County issued this Denial Development Order relating to and touching and concerning the following described property:

See Attached Exhibit A  
See Attached Exhibit B

(The above described legal description has been provided to Seminole County by the owner of the above described property.)

**Property Owners:** Sara Padron

**Project Name:** Ronald Reagan Plot Rezone

**Requested Development Approval:** Rezone from A-1 (Agriculture) and R-1A (Single Family Dwelling) to R-1 (Single Family Dwelling) for a proposed single family residential subdivision on approximately 4.76 acres, located on the northeast side of Ronald Reagan Boulevard, southwest of Nolan Road.

Findings: After fully considering staff analysis titled "Ronald Reagan Plot Rezone" and all evidence submitted at the public hearing on November 12, 2024 regarding this matter, the Board of County Commissioners has found, determined and concluded that the requested rezone from A-1 (Agriculture) and R-1AA (Single Family Dwelling) to R-1 (Single Family Dwelling) 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: \_\_\_\_\_  
Jay Zembower, Chairman



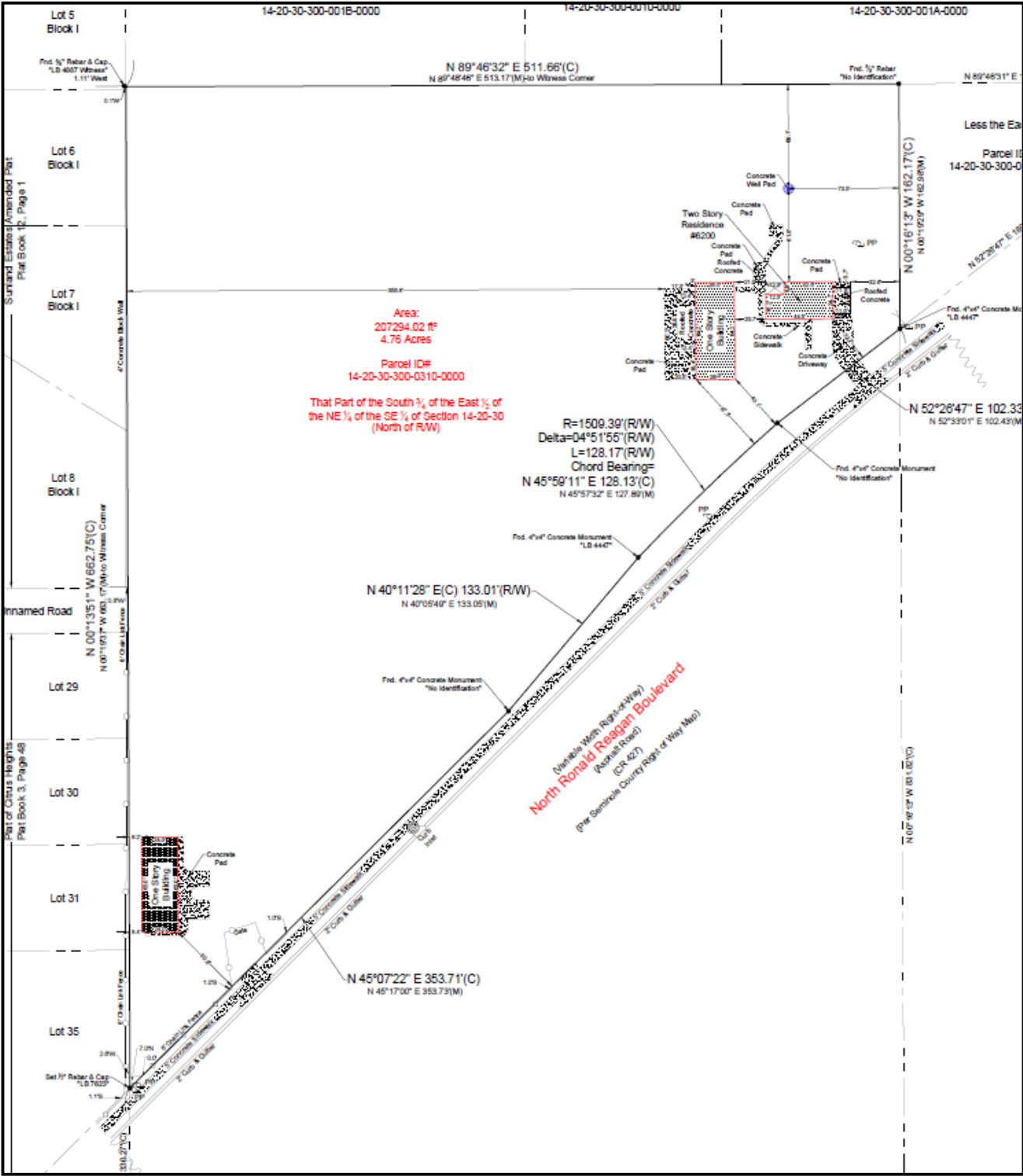
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

That Part of the South  $\frac{3}{4}$  of the East  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ , Section 14, Township 20 South, Range 30 East, lying North of the old Sanford – Orlando Brick Road, LESS the East 150 Feet thereof and LESS Road Right of Way, Seminole County, Florida.

EXHIBIT "B"

BOUNDARY SURVEY



# Ronald Reagan Plot Rezone

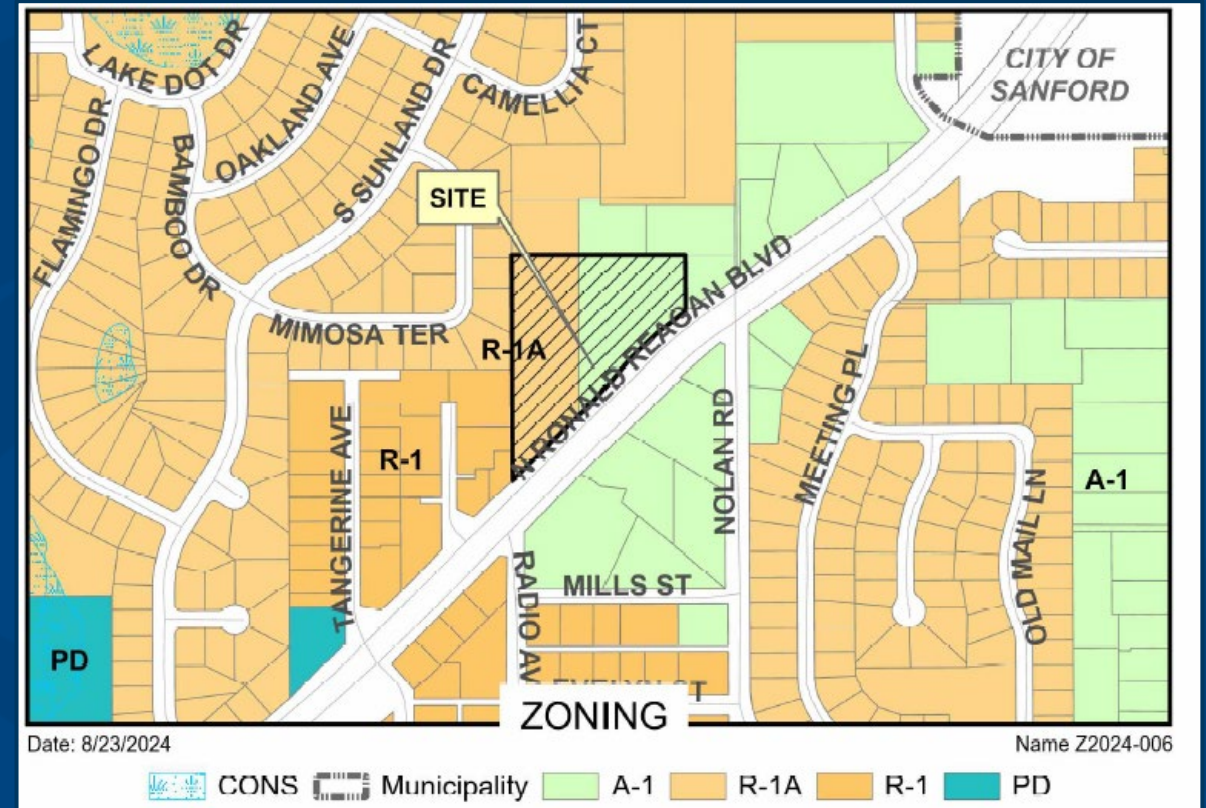
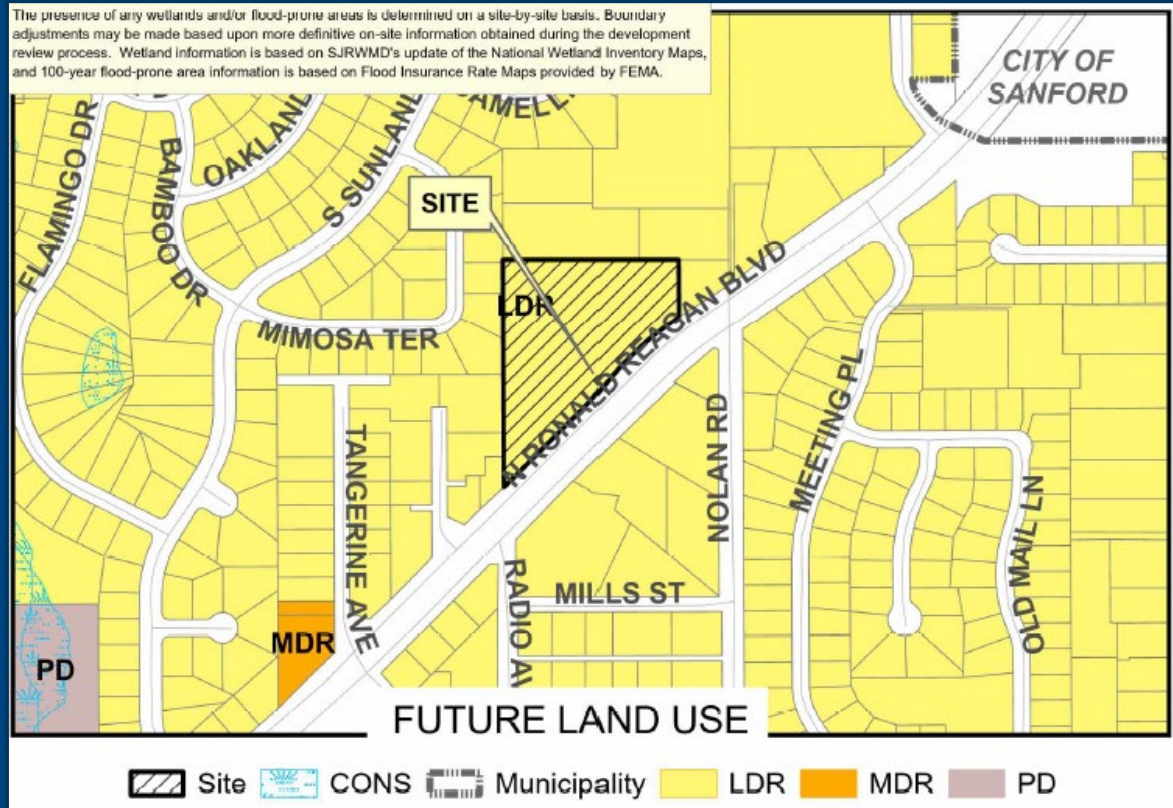
Board of County Commissioners Meeting  
November 12, 2024

# Ronald Reagan Plot Rezone

**Applicant:** Vincent Peluso, American Engineering

**Request:** Consider a Rezone from A-1 (Agriculture) and R-1A (Single Family Dwelling) to R-1 (Single Family Dwelling) for a proposed single family residential subdivision on approximately 4.76 acres, located on the northeast side of Ronald Reagan Boulevard, southwest of Nolan Road.

# Ronald Reagan Plot Rezone





# Ronald Reagan Plot Rezone





# Requested Board Action:

- Staff Requests the Board of County Commissioners adopt the Ordinance enacting a Rezone from A-1 (Agriculture) and R-1A (Single Family Dwelling District) to R-1 (Single Family Dwelling) for approximately 4.76 acres, located on the northeast side of Ronald Reagan Boulevard and southwest of Nolan Road.





# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1476**

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**Title:**

Seminole Forever ARC Update (**Rick Durr, Parks and Recreation Director**)

# SEMINOLE FOREVER ARC UPDATE

Board of County Commissioners Meeting  
November 12, 2024

# Seminole Forever Criteria and Application Review

# Outline / Agenda

- Background / History
- Application and Criteria Process
- Next Steps
- Recommendations

# Background / History

- The Seminole Forever program was approved in August 2023.
- The BCC appointed a seven-member Acquisition and Restoration Committee (ARC) November 14, 2023, to assist with developing criteria designed to prioritize potential acquisition projects.

| ARC Member         | Member Type | Start Date | Commissioner    | District | Term (Years) |
|--------------------|-------------|------------|-----------------|----------|--------------|
| David Bear         | Regular     | 11/14/2023 | Bob Dallari     | 1        | 1            |
| Beverly Evans      | Regular     | 11/14/2023 | Jay Zembower    | 2        | 2            |
| Tim Jackson        | Regular     | 11/14/2023 | Lee Constantine | 3        | 1            |
| Jay Exum           | Regular     | 11/14/2023 | Amy Lockhart    | 4        | 2            |
| Gabbie Milch       | Regular     | 11/14/2023 | Andria Herr     | 5        | 1            |
| Phyllis Hall       | At-Large    | 11/14/2023 |                 |          | 2            |
| Jeanette Schreiber | At-Large    | 11/14/2023 |                 |          | 1            |

# Background / History

**First meeting held January 25, 2024, at Boombah Soldiers Creek Park**

- Monthly schedule set for the calendar year.
- ARC's initial tasks included:
  - a. Assisting staff with developing an application.
  - b. Developing criteria for evaluating potential acquisition projects.

# Application and Criteria Process

## Application Development (February 2024 – May 2024)

- ARC and staff reviewed applications from similar land acquisition programs including Florida Forever, Volusia Forever, Sarasota County and Conservation Collier.
- ARC and staff developed an application based on the Seminole Forever ordinance and was vetted by the County Attorney's Office.

# Application and Criteria Process

## Criteria Development (May 2024 – October 2024)

- ARC invited staff from Polk County's Environmental Lands Program and Volusia County's Volusia Forever Program to discuss their programs' process used to develop the criteria for vetting properties.
- ARC reviewed criteria from other programs, including the Seminole County Natural Lands Program.
- An interactive map was developed by staff to assist with providing a visual aid for the Seminole Forever criteria.
- A final draft of the criteria was approved at the October 23, 2024, ARC meeting and vetted by the County Attorney's Office.



## Florida Natural Areas Inventory Rare Habitats Map

| FNAI Category        | Total Acres |
|----------------------|-------------|
| Possibly Rare        | 45,073      |
| S2 - High (Rarity)   | 11,360      |
| S3 - Medium (Rarity) | 12,959      |
| S4 - Low (Rarity)    | 46,346      |

### Legend

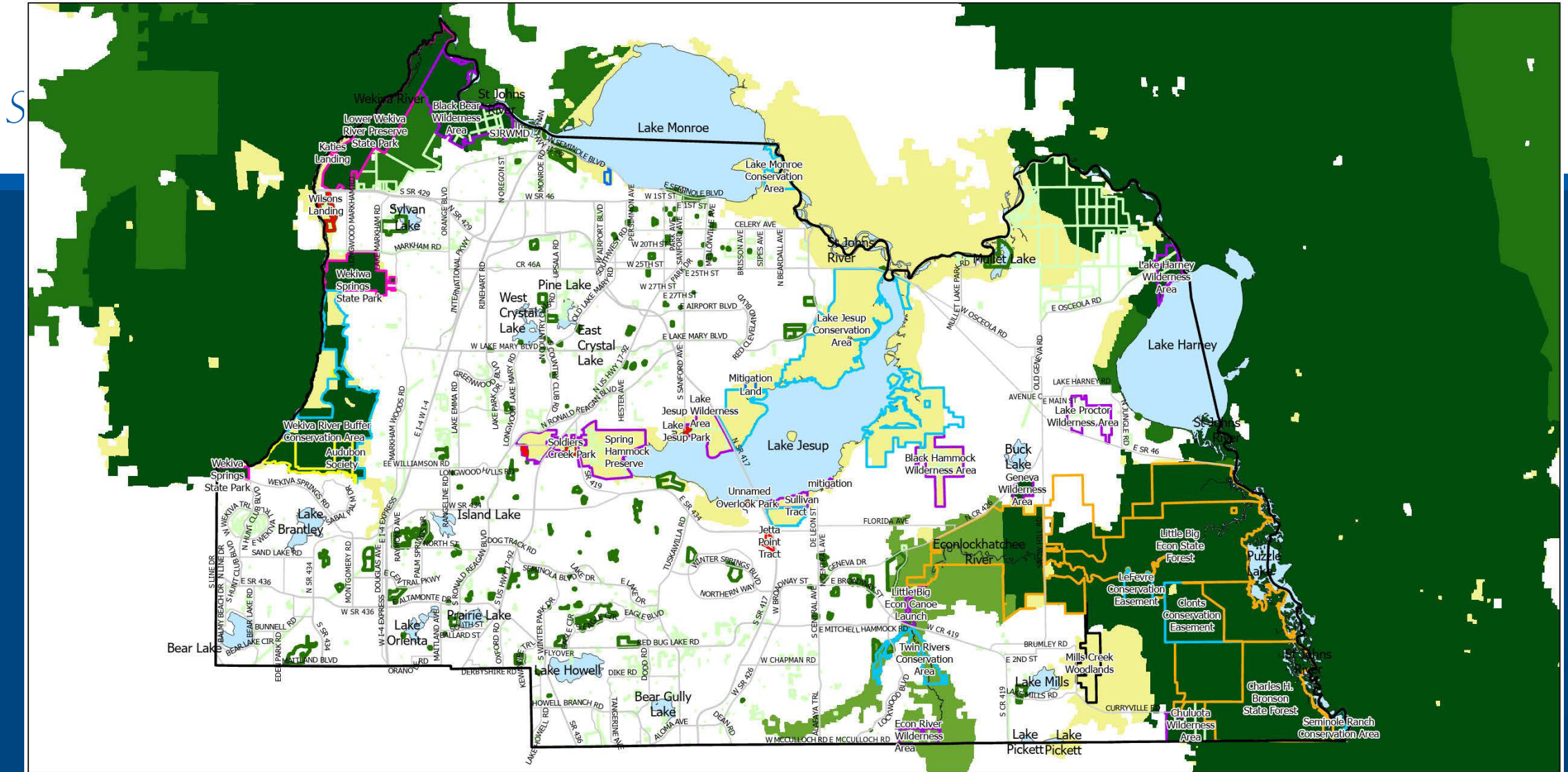
- County Boundary
- Preserved Lands
- Parks (City and County-owned)
- County Owned Lands (not including parks or preserves)

### FNAI Category

- Possibly Rare
- S2
- S3
- S4







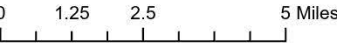
Date Saved: 6/19/2024 4:01 PM

Path: S:\Natural Lands\RESOURCE MANAGEMENT\GIS\GIS PROJECTS\Major Projects\Seminole Forever ARC\ARCCriteria\ARCCriteria.aprx

# Legend

- County Boundary
- Seminole County Parks
- Florida Audubon Society
- Seminole County/BCC
- Seminole County/Natural Lands Program
- State of Florida/FFS
- State of Florida/SJRWMD
- WaterBodies

- Florida Ecological Greenway Network Priority 1-5**
- Priority 1 - Critical Linkages
  - Priority 2
  - Priority 3
  - Priority 4
  - Priority 5



# Overview of Criteria

1. **Vulnerability** to development.
2. **Diversity** of species and habitats.
3. **Connectedness** to other conservation lands.
4. **Potential uses** for passive recreation or environmental education.
5. **Existence of important water resources**, including whether the property protects or recharges groundwater, enhances the water quality, provides flood protection, protects the aquifer, or has high functioning wetlands.

# Criteria – Special Considerations

- Size of Parcel
- Public Interest
- Cultural Resources
- Potential for Matching Funds or Partnerships
- Management Considerations

# Next Steps

- Formally announce and initiate the application process to begin in November.
- Staff will contact the interested parties who have expressed interest in the program.
- Present the scoring on received applications during the FY 25/26 Budget preparation process to the BCC for consideration.
- Staff will continue with vetting of Marxan Conservation Planning tool to assist in future prioritization of land purchases to potentially help inform and guide the Seminole Forever 5-Year Acquisition Plan and aid in identifying partnerships.

# Recommendations

- Motion to approve the Seminole Forever Application.
- Motion to approve the Seminole Forever Criteria developed by ARC.
- Appoint/Reappoint those ARC members who are under a one-year term at the December BCC meeting:

| Current Appointee  | Type of Nominee | Commissioner    | District | Term (years) |
|--------------------|-----------------|-----------------|----------|--------------|
| David Bear         | Regular         | Bob Dallari     | 1        | 2            |
| Tim Jackson        | Regular         | Lee Constantine | 3        | 2            |
| Gabbie Milch       | Regular         | Andria Herr     | 5        | 2            |
| Jeanette Schreiber | At-Large        |                 |          | 2            |

**DRAFT**  
**SEMINOLE FOREVER LAND ACQUISITION PROGRAM**  
**NOMINATION FORM**

Program Overview:

The Seminole Forever Land Acquisition Program (“Seminole Forever”) is dedicated to funding the acquisition and management of public lands for ecological protection, preservation, and recreation for the enjoyment of present and future citizens. Seminole Forever aims to identify and acquire lands to protect its water resources, natural communities, and wildlife and to provide additional greenspace and recreational opportunities as defined in the County's Park System Master Plan, whether through the addition of parks, community gardens, sustainable agriculture, or other lands for resource-based passive recreation. Eligible properties for consideration shall include only natural lands, preservation-only lands, environmentally sensitive lands, resource-based passive recreation lands, and buffer lands. At the discretion of ARC, and upon approval of the Board, acquisition may also include less-than-fee simple conservation easements and properties available through joint acquisition, allowing the County to share the cost and title ownership to these lands. Definitions can be found Chapter 190, Part 6, Section 190.202 of the Seminole County Municipal Code.

Criteria for Selecting Properties for Acquisition

Seminole Forever's funding must be spent only on acquisitions that qualify for the program. In evaluating whether a particular parcel of land qualifies for the program, the Seminole Forever Acquisition and Restoration Committee (“ARC”) may consider the following criteria:

- (1) Vulnerability to development;
- (2) Diversity of species and habitats;
- (3) Connectedness to other conservation lands;
- (4) Potential uses for passive recreation or environmental education;
- (5) Existence of important water resources, including whether the property protects or recharges ground water, enhances the water quality, provides flood protection, protects the aquifer, or has high functioning wetlands;
- (6) Special considerations including strong public interest; and
- (7) Increased priority items listed under Section 190.210.

Application Cycle

Applications are accepted year-round for evaluation during an annual review. Qualifying applications received after the annual review will be considered in the next scheduled review. Seminole Forever is a willing seller program. Property owners or their representatives who wish to nominate their property for review and potential acquisition must complete the attached application. ARC will evaluate all submittals and make recommendations for acquisition to the Seminole County Board of County Commissioners (BCC) for final approval. Submitted applications and materials become property of Seminole County and will not be returned.

**DRAFT**  
**SEMINOLE FOREVER LAND ACQUISITION PROGRAM**  
**NOMINATION FORM**

Instructions & Application Requirements:

For a property to be considered by ARC , the following items must be completed:

1. Willing Seller Form
2. Nomination Form
3. Permission to Enter Property Form

Applications should not exceed 10 pages of text, maps, surveys, photographs, letters, or other documentation. For questions about the application form or land acquisition process, contact:

Sherry Williams  
Special Projects Program Manager  
Parks and Recreation | Business Office  
O: (407) 665-2170 | C: (407) 840-0556 | F: (407) 665-2179  
100 E. 1st Street, 4th Floor  
Sanford, FL 32771  
[swilliams02@seminolecountyfl.gov](mailto:swilliams02@seminolecountyfl.gov)

*Please use this form to nominate properties for consideration for acquisition in accordance with the Seminole Forever program and criteria.*

**A. PROPERTY OWNER OR LEGAL REPRESENTATIVE CONTACT INFORMATION:**

**Name:** Name

**Address:** Address

**City:** City **State:** State **Zip:** Zip

**Phone:** Phone Number **Email:** Email Address

**B. PROPERTY INFORMATION**

**Parcel Address/Location (if available):** Parcel address or location

**Full Parcel Identification Number(s)<sup>1</sup>:** Full parcel number(s)

**Size of parcel (in acres):** Size of parcel

**Asking Price:** Asking Price

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<sup>1</sup> List all parcel identification numbers you wish to have Seminole Forever consider for acquisition or easement. Parcel numbers are available at the Seminole County Property Appraiser's website <https://www.scpafl.org/>



**DRAFT**  
**SEMINOLE FOREVER LAND ACQUISITION PROGRAM**  
**NOMINATION FORM**

**C. PROPERTY DESCRIPTION**

Briefly describe the character of the parcel(s) (e.g., wetlands, swamps, scrub, pine forest, property configuration, topography, etc.) and approximate acreage of the individual land characteristics.

Click or tap here to enter text.

Briefly explain why this parcel(s) should be considered as eligible for purchase in the Seminole Forever Land Acquisition Program (*Please review and consider Chapter 190, Part 6, Seminole Forever Land Acquisition Program Ordinance of the Seminole County Code*).

Click or tap here to enter text.

List any known property encumbrances or encroachments (liens, leases, easements, deed restrictions, or boundary line encroachments).

Click or tap here to enter text.

Please list known historical uses of the property (for example: farm and crop type, cattle, manufacturing, timber production, mining, residential, undeveloped).

Click or tap here to enter text.

**D. ADDITIONAL INFORMATION/ATTACHMENTS** (*supplemental documents to be submitted with the nomination form*)

- Vicinity map with sufficient information to locate the property in the field (i.e., roads, waterbodies, landmarks, etc.)
- Legal description, survey or map showing the boundaries of the property, existing streets, buildings, watercourses, easements, section lines and any deed restrictions or encumbrances.
- A copy of the existing designations on the applicable future land use and zoning maps (if available)<sup>2</sup>.
- Map showing property on a topographic/elevation map (if available)<sup>2</sup>.
- Photographs representing the property's characteristics.
- Any additional information beneficial for ARC consideration.
- Completed Permission to Enter Property form for the ARC and County staff site visits.

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<sup>2</sup> Maps may be generated by visiting [Seminole County GIS Webpage](#)

Approved by the Acquisition and Restoration Committee on October 23, 2024

## Evaluating Parcels for Acquisition through the Seminole Forever Program

The Acquisition and Restoration Committee's ("ARC") process of identifying parcels for acquisition through the Seminole Forever program consists of two phases. In Phase 1, parcels are numerically scored based on five criteria detailed in the Seminole Forever Ordinance, with a maximum possible score of 40 points. Phase 2 involves evaluating additional special considerations and potential difficulties in managing the parcel over the long term. Up to 10 additional points are eligible from a comprehensive assessment of the eight factors in Phase 2.

Notwithstanding how a parcel is evaluated in this process, ARC, in accordance with Section 190.209, Seminole County Code, retains full discretion in determining whether the parcel qualifies for the Seminole Forever Program. ARC's final decision on whether to recommend a parcel for purchase is based on its comprehensive judgement, ensuring that the best interests of the program are served.

Scores from the Florida Natural Areas Inventory (FNAI) and the Florida Ecological Greenway Network (FEGN) may be subject to adjustment based on additional information, including but not limited to assessments of community rarity, native plant cover, biological diversity, and connectedness to other conservation lands.

**Phase 1: Scoring Criteria for Selecting Properties for Acquisition (40 Total Points)**  
Unless otherwise specified, the highest score that applies to the proposed parcel should be used for each section.

**(1) Vulnerability to development – this section has a total maximum score of 4 points**

Future Land Use - Proposed categories of uses for lands in Seminole County such as residential, commercial, agriculture, recreation, conservation, and education are depicted on a map that depicts Future Land Use designations and allowable intensities for unincorporated portions of the county ([Sem County FLU map](#)). Rural land uses are those with one or fewer dwelling units per acre; all others are Urban.

- i. The property has a Future Land Use designated as Urban. **2 points.**
- ii. The property has a Future Land Use designated as Rural. **1 point.**
- iii. The property has a Future Land Use of Conservation, is in the Wekiva River Protection Area, the Econlockhatchee River Protection Overlay, or a Wellfield Protection Area. **0 points.**

*Comments related to the assigned score:*

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Adjacent Development Pressure (the additional point is only eligible for sites characterized by i. or ii. above)

- i. Existing infrastructure including roads, sewer, or utilities are available for development of the property, or the property is adjacent to a municipality and therefore could be annexed. **2 points.**

*Comments related to the assigned score:*

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**(2) Diversity of species and habitats – this section has a total maximum score of 15 points**

Listed Species - Species determined to be Threatened or Endangered by the state of Florida (per Rule 68A-27.003, Florida Administrative Code for animals, and Rule 5B-40 FAC for plants), or the U. S. Fish and Wildlife Service (per the Endangered Species Act of 1973, as amended). ([FWC and US FWS Listed Species](#)).

Umbrella Species - A species whose conservation protects many other species in the ecosystem. The 2019 Florida Black Bear Management Plan ([Management Plan](#)) states that Florida black bears are recognized as an umbrella species because conserving large areas for bears also conserves habitat for many other species.

- i. The property is not conducive for Listed Species or notable Umbrella Species such as the Florida black bear. **0 points.**
- ii. The property has potential for Listed Species or notable Umbrella Species, including after restoration, but the value of the habitat is low. **1 point.**
- iii. The property has moderate potential for Listed Species or notable Umbrella Species, including after restoration. **2 points.**
- iv. The property has high potential for Listed Species or notable Umbrella Species, including after restoration. **3 points.**
- v. The property has high potential for Listed Species or notable Umbrella Species, without the need for restoration. **4 points.**
- vi. The property has excellent habitat for several Listed Species or notable Umbrella Species, or ideal habitat for a few Listed Species or notable Umbrella Species, without the need for restoration. **5 points.**

*Comments related to the assigned score:*

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Community Rarity – the Florida Natural Areas Inventory (FNAI) has assigned a ranking for natural communities in Florida to depict their relative rarity. Rankings are based on the total area represented by the community in the state, the geographic range, ecological fragility, relative threat of destruction, etc. The rankings range from Critically Impaired (S1, which do not occur in Seminole County), to demonstrably secure in Florida (S5). ([2010 FNAI Communities Guide](#)).

- i. At least 25% of the property contains natural communities ranked by the Florida Natural Areas Inventory (FNAI) as S4, S3, or S2. **1 point.**
- ii. At least 25% of the property contains natural communities ranked by the FNAI as S3 or S2. **2 points**
- iii. At least 25% of the property contains natural communities ranked by the FNAI as S2 or there is a sinkhole, seepage slope, spring, or limestone outcrop on the property. **3 points.**

*Comments related to the assigned score:*

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Native Plant Cover – the FNAI Guide to the Natural Communities of Florida ([2010 FNAI Communities Guide](#)) provides a general summary of the plants expected to occur in the natural communities of Florida. This metric assesses the coverage of expected plant assemblages in the natural communities of the parcel under review.

- i. FNAI native plant communities are not vegetated by the expected plant species (e.g. infiltrated by invasive plants, have relatively low species diversity, missing key species, etc.) or constitute < 25% of the property. **0 points.**
- ii. FNAI native plant communities are vegetated by the expected plant species and constitute 25% to 50% of the property. **1 point.**
- iii. FNAI native plant communities are vegetated by the expected plant species and constitute 50% to 75% of the property. **2 points.**
- iv. FNAI native plant communities are vegetated by the expected plant species and exceed 75 % of the property. **3 points.**

*Comments related to the assigned score:*

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Biological Diversity: FNAI Strategic Habitat Conservation Areas (SHCA) - developed by FWC to identify the minimum amount of land needed to ensure protection of Florida's biological diversity. SHCAs include habitat data for 62 terrestrial vertebrate species and are prioritized into five classes based on the rarity of the species predicted to occur. ([FNAI Summary of FL Forever Maps](#)).

- i. The property has no Priority SHCA. **0 points**
- ii. The property predominantly consists of Priority 5 SHCA. **1 point.**
- iii. The property predominantly consists of Priority 4 SHCA. **2 points.**
- iv. The property includes some Priority 3 SHCA. **3 points.**
- v. The property includes some Priority 2 SHCA or lies adjacent to a Priority 1 SHCA. **4 points.**

*Comments related to the assigned score:*

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**(3) Connectedness to other conservation lands – this section has a total maximum score of 6 points**

The Florida Ecological Greenways Network (FEGN) is a statewide database that identifies an ecological network of public and private conservation lands across the state. The FEGN identifies opportunities for protecting areas that would maintain priority species habitat and ecosystem services. The values in the data layer represent priority levels 1 – 5, where Priority 1 is the highest. ([FNAI summary of FEGN](#)).

- i. The property is isolated from other natural communities or working landscapes, such as agriculture or silviculture. **0 points.**
- ii. The property is functionally connected to other natural communities or working landscapes, such as agriculture or silviculture in private or public ownership. **1 point.**
- iii. The property includes FEGN Priority 5 habitats. **2 points.** If adjacent to FEGN Priority 5, **1 point.**
- iv. The property includes FEGN Priority 4 habitats. **4 points.** If adjacent to FEGN Priority 4, **3 points.**
- v. The property is included in the FNAI Florida Wildlife Corridor (FEGN Priority 1 – 3). **6 points.** If adjacent to FEGN Priority 1-3, **5 points.**

*Comments related to the assigned score:*

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**(4) Potential uses for passive recreation or environmental education – this section has a total maximum score of 10 points**

- i. Because of issues related to access, sensitive natural communities, or wildlife affected by disturbance, the site offers limited, or no, opportunities for resource-based recreation. **0 points.**
- ii. After acquisition, the property will have legal access for environmental education; resource-based passive recreation such as fishing, hiking, equestrian, photography, nature study, canoeing, paddleboarding, and kayaking; or passive recreation including walking trails, community gardens, seating, picnic areas, sustainable agriculture, and hunting under limited circumstances. **1-10 points, depending on the extent and quality of the potential recreation or environmental education experience.**

**(5) Existence of important water resources, including whether the property protects or recharges groundwater, enhances the water quality, provides flood protection, protects the aquifer, or has high functioning wetlands – this section has a total maximum score of 5 points**

*Comments related to the assigned score:*

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Groundwater Recharge and Unique Ecological Features

*Flow-ways and Floodplain*

- i. The property includes or is adjacent to a lake, creek, or river and/or is within the 100-year floodplain. **1 point.**

*Comments related to the assigned score:*

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*Groundwater Recharge*

- i. More than 25% of the property is characterized by medium or high groundwater recharge as depicted by the St. Johns River Water Management District Upper Floridan Aquifer Groundwater Recharge Map. **1-2 points.**

*Comments related to the assigned score:*

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Wetlands

- i. On-site wetlands are degraded due to changes in vegetation or hydrology and cannot be effectively restored. **0 points.**
- ii. On-site wetlands are degraded due to changes in vegetation or hydrology, but they can be effectively restored. **1 point.**
- iii. On-site wetlands generally have intact hydrology and vegetation consistent with their historical characteristics. **2 points.**

*Comments related to the assigned score:*

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**Phase 2: Special considerations. Up to 10 additional points based on the comprehensive assessment of all eight factors.**

Size of the Parcel

The parcel is of sufficient size or configuration to be of substantial ecological or recreational value by itself or in the context of other natural lands in the vicinity.

Public Interest

Consider information from public comments that has been conveyed to County staff.

Cultural Resources

The property contains an archeological site or significant historical resources.

Potential for Matching Funds or Partnerships

There is a reasonable expectation of matching funds or partnerships from other sources to assist in the acquisition or management of the property.

Management Considerations

Characteristics of the property make it particularly efficient to manage natural resources, including restoration, or maintain and secure the property for its intended purposes.

*Comments related to the assigned score:*

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# SEMINOLE COUNTY, FLORIDA

## Agenda Memorandum

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

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**File Number: 2024-1497**

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**Title:**

Board Appointment



**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS  
DECLARING THE APPOINTMENTS AND REAPPOINTMENTS OF MEMBERS TO  
SEMINOLE COUNTY ADVISORY BOARDS AND COMMITTEES**

District 1 Commissioner Bob Dallari has nominated

| <b>Name</b>    | <b>Board</b> | <b>Term</b>       |
|----------------|--------------|-------------------|
| Michael Harvey | SCIDA        | 1/1/25 – 12/31/28 |
| Jon Simonelli  | TDC          | 1/1/22 - 12/31/25 |